

Booking Contract

Parties

Voyages	Voyages Tourism Australia Pty Ltd
ABN	82 146 482 591
Address:	Level 10, 123 Pitt Street Sydney NSW 2000
Postal Address:	GPO Box 3589 Sydney NSW 2001
Email:	sales@voyages.com.au

Trade Partner	The Trustee for Australia and Beyond Holidays Unit
ABN (if applicable)	41 584 212 385
Company Number (if applicable)	
Address:	106, Little Lonsdale St Melbourne Vic 3000 Australia
Postal Address:	
Email:	simon@aabh.com.au

Background

- A Voyages is the provider of the Voyages Products.
 B The Trade Partner wishes to sell Voyages Products to its clients.
 C Voyages has agreed that the Trade Partner may sell Voyages Products to its clients on the terms of this Contract.

Key Details

Commencement Date	1 April 2027
Expiry Date	31 March 2028
Accommodation	Sails in the Desert Hotel, Desert Gardens Hotel, The Lost Camel Hotel, Emu Walk Apartments Outback Hotel & Lodge
Voyages Tour Products	At Ayers Rock Resort: Sounds of Silence, Tali Wiru, Desert Awakenings, Outback Sky Journeys, A Night at Field of Light, Field of Light Star Pass, Field of Light General Admission, Wintjiri Wiru Sunset Dinner, Wintjiri Wiru After Dark, Wintjiri Wiru Twilight and Sunrise Journeys and Australian Native High Tea. At Mossman Gorge Cultural Centre: Dreamtime Gorge Walk and Day Pass Shuttle Bus Service

Execution

Executed for and on behalf of Voyages Tourism Australia Pty Ltd in accordance with section 110A and 126 of the Corporations Act 2001 (Cth):		Executed for and on behalf of the Trade Partner by its authorised officer in the presence of:	
Authorised Officer Signature:		Authorised Officer Signature:	
Name:		Name:	
Title:		Title:	
Witness Signature:		Witness Signature:	
Name:		Name:	
Date:		Date:	

Contract Terms

1. Term

This Contract will commence on the Commencement Date and will continue until the earlier of the Expiry Date or the date this Contract is terminated in accordance with its terms.

2. Voyages Products

- (a) The Trade Partner acknowledges that all Voyages Products are subject to availability and Voyages does not guarantee or undertake that a Voyages Product will be available at the time of a Booking Request.
- (b) Voyages may, at any time, remove a Voyages Product from the operation of this Contract or add a new product to form part of the Voyages Products by notice in writing to the Trade Partner (**Change Notice**). A Voyages Product is taken to have been removed from the operation of this Contract or a new product is taken to form part of the Voyages Products on the date the Change Notice is received by the Trade Partner.

3. Authority to sell Voyages Products

- (a) Voyages authorises the Trade Partner to sell Voyages Products that are made available to the Trade Partner by Voyages during the Contract Year to FITs, Tour Series Groups, Conference Groups or Ad Hoc Groups as agent for Voyages in accordance the terms of this Contract and the Booking Terms and Conditions.
- (b) The Voyages Products (except for Accommodation with Dynamic Rates) that are made available to the Trade Partner under this Contract must only be sold as part of a Package. For the avoidance of doubt, only Accommodation with Dynamic Rates may be sold online without the need to be sold as part of a Package.

4. Authorised sub-agents

- (a) The Trade Partner may distribute Voyages Products through authorised sub-agents, provided that:
 - (i) the Trade Partner procures that each sub-agent complies with the terms of this Contract; and
 - (ii) where one of the Trade Partner's sub-agents is found to be distributing Voyages Product in breach of this Contract, the Trade Partner must ensure that the sub-agent rectifies the breach.
- (b) The Trade Partner must not distribute to and must ensure that its sub-agents do not on-sell the Voyages Products to any online travel agents including Agoda.com, Booking.com, Trivago, Hotels.com, GuestReservation.com, Expedia or any online distributor of accommodation and/or touring products.

5. Rates

- (a) Voyages does not guarantee or undertake that a Nett Rate will be available at the time of a Booking Request.
- (b) The Trade Partner acknowledges that Voyages may increase a Nett Rate at any time on 30 days written notice to the Trade Partner in relation to bookings not yet made (new bookings) if the cost of providing the relevant Voyages Product has increased accordingly.
- (c) Voyages may, at its discretion, offer Tactical Rates to the Trade Partner for any Voyages Products. Any offered Tactical Rates will be communicated to the Trade Partner in writing together with the applicable dates for sale and/or travel and any other conditions Voyages deems reasonable to impose upon such rates. The Trade Partner must strictly comply with any conditions imposed by Voyages on such rates.
- (d) The Trade Partner acknowledges that the Nett Rates for the Accommodation:
 - (i) are quoted on a per room Twin Share per night unless otherwise agreed between the parties in writing;
 - (ii) in the case of a 'forced single', the full room Nett Rate will be charged for the room (for example, for a twin room with only one occupant, the full room Nett Rate for that room will be charged); and
 - (iii) do not include any state, territory or federal government charge, tax, duty or excise, other than GST.

6. Bookings

6.1 Booking Requests

- (a) Booking Requests must be in writing and submitted using Voyages nominated Booking Platform.
- (b) Voyages may refuse a Booking Request if the relevant Voyages Product is not available at the time of the request or if the Trade Partner has not complied with the terms of this Contract.

6.2 Urgent Booking Requests

- (a) If the Trade Partner has an urgent booking for a period of high demand and/or low availability, the Trade Partner may make a verbal Booking Request to Voyages Travel Centre (**Urgent Booking Request**). The Trade Partner must provide Voyages with its internal reference number or code and the applicable Nett Rate for the Urgent Booking Request at the time of the request.
- (b) Upon receipt of an Urgent Booking Request, Voyages may issue a provisional booking confirmation number in respect of that Urgent Booking Request (**Provisional Booking Confirmation Number**) if it is satisfied that the relevant Voyages Product is available and the terms of this Contract have been complied with by the Trade Partner.
- (c) In order to secure an Urgent Booking Request, the Trade Partner must provide Voyages with a valid written Booking Request for that Urgent Booking Request within 72 hours of the issue of the Provisional Booking Confirmation Number for that Urgent Booking Request. Voyages may cancel an Urgent Booking Request if the Trade Partner fails to comply with this clause 6.2(c).

6.3 Confirmed Bookings

- (a) A Booking Request received in accordance with clause 6.1(a), will become a Confirmed Booking upon the issue by Voyages of a Booking Confirmation Number in respect of that Booking Request.
- (b) An Urgent Booking Request will become a Confirmed Booking upon receipt by Voyages of a valid written Booking Request within 72 hours of the issue of a Provisional Booking Confirmation Number for that Urgent Booking Request.

6.4 Security deposit

- (a) The Trade Partner must, upon request by Voyages, pay to Voyages a security deposit for a Confirmed Booking for Group bookings of 30 rooms or more, calculated in accordance with the applicable Booking Terms and Conditions, by way of electronic funds transfer into Voyages' nominated bank account (**Security Deposit**).
- (b) The Security Deposit will be held by Voyages as security for the payment for the relevant Confirmed Booking, including the payment of Cancellations Fees that become payable in respect of that Confirmed Booking.
- (c) Any interest earned on a Security Deposit may be retained by Voyages in consideration of accounting fees incurred by Voyages in maintaining the Security Deposit.

7. Guest information

- (a) The Trade Partner acknowledges and agrees that Voyages requires the contact information (such as a mobile phone number and/or email address) of the primary Guest for FIT bookings and the Tour Leader/Director for group bookings at the time of a Booking Request or Urgent Booking Request, for the purposes of communicating to the Guest:
 - (i) pre-arrival information about the Guest's booking;
 - (ii) pre-arrival information and operational matters about Ayers Rock Resort, Ayers Rock Airport or Mossman Gorge Cultural Centre (as applicable); and
 - (iii) operational matters about Ayers Rock Resort, Ayers Rock Airport or Mossman Gorge Cultural Centre (as applicable) during the Guest's time at Ayers Rock Resort or Mossman Gorge Cultural Centre.
- (b) Any Guest's personal information provided to Voyages under clause 7(a) will be managed in accordance with Voyages' privacy policy which is published on Voyages' website www.ayersrockresort.com.au.
- (c) Voyages reserves the right not to confirm a booking (by the issue of a Booking Confirmation Number or a Provisional Booking Confirmation Number) if the Guest's email and/or mobile phone number has not been provided to Voyages at the time of the Booking Request or Urgent Booking Request.
- (d) This clause 7 does not apply to Guests residing in the United Kingdom or European Union.

8. Tour Series Groups and Ad Hoc Groups status reports

- (a) Where a Confirmed Booking for a Tour Series Group or an Ad Hoc Group is more than 45 days prior to the arrival date, the Trade Partner must provide Voyages with the following details at least 45 days prior to the arrival date, or as specified in the applicable Booking Terms and Conditions:
 - (i) updated room requirements (including any special requirements relating to rooms);
 - (ii) updated bed requirements;
 - (iii) initial Guest lists; and
 - (iv) initial meal requests; including number of person, name of venue and preferred meal time.
- (b) Where a Confirmed Booking for a Tour Series Group or an Ad Hoc Group is 30 days or more prior to the arrival date, the Trade Partner must provide Voyages with the following details not less than 30 days prior to the arrival date, or as specified in the applicable Booking Terms and Conditions:
 - (i) final room requirements;
 - (ii) final bed requirements;
 - (iii) final Guest lists;
 - (iv) final meal requirements; and
 - (v) final special requirements.
- (c) Voyages may cancel a Confirmed Booking for a Tour Series Group or an Ad Hoc Group, if the Trade Partner fails to provide the information required under clause 8(a) or clause 8(b).
- (d) If Voyages cancels a Confirmed Booking under clause 8(c), it will be entitled to retain any monies paid by the Trade Partner for the Confirmed Booking, in consideration of the work undertaken by Voyages in processing the Booking Request and for reasonably incurred loss of revenue.
- (e) Upon written request by Voyages, the Trade Partner must provide a status update of Pick Up rate for any Confirmed Booking(s). The Trade Partner must deliver this information in writing within 10 Business Days of the date of Voyages' request.

9. Alternative accommodation

- (a) If Voyages is unable to provide a Guest with the type of accommodation specified in a Confirmed Booking, Voyages will:
 - (i) to the extent it is able, relocate the affected Guest to a similar or higher rated accommodation (subject to availability) at no additional cost to the Guest or the Trade Partner;
 - (ii) if only a lower rated accommodation is available then the Trade Partner will only be charged the cost of the lower rated accommodation and Voyages will, at its cost, provide the affected Guest with some amenity to compensate for the inconvenience, as may be determined by Voyages in its discretion having regard to the circumstances, or such other remedy as required by the Competition and Consumer Act 2010 (Cth); and
 - (iii) notify the Trade Partner in writing of the change as soon as practicable.
- (b) If clause 9(a) applies and the Trade Partner notifies Voyages within 5 days after receiving Voyages' written notice of the accommodation change, that a Guest wishes to cancel their booking with the Trade Partner because of the accommodation change, the Trade Partner may cancel the affected Confirmed Booking and Voyages will not charge a Cancellation Fee for the cancellation.
- (c) Neither the Trade Partner nor the affected Guest is entitled to make a Claim against Voyages in respect of the change.

10. Compliance with Voyages' Policies

The Trade Partner will ensure that Guests are made aware of Voyages' Policies at the time of booking and will ensure that it obtains each Guest's agreement to comply with the Guest Conduct Policy.

11. Payments

- (a) For each Confirmed Booking, the Trade Partner must remit to Voyages the Nett Rate amount as specified by Voyages for the Confirmed Booking without any deductions for the Trade Partner's fee or commission. All payments for Confirmed Bookings must be made in accordance with the applicable Booking Terms and Conditions.
- (b) The Trade Partner is entitled to retain from any amount received by the Trade Partner for any Voyages Product sold by the Trade Partner in excess of the Nett Rate amount payable to Voyages under clause 11(a), and no fee or commission is payable by Voyages to the Trade Partner in respect of the Voyages Product sold.
- (c) If the Trade Partner fails to pay the Nett Rate for a Confirmed Booking by the due date, Voyages may cancel the Confirmed Booking and charge the Trade Partner a Cancellation Fee for that Confirmed Booking.
- (d) If there is a dispute between Voyages and the Trade Partner about the amount payable for a Confirmed Booking, the parties will act in good faith to promptly resolve the dispute and any undisputed amount will be paid in accordance with this clause 11.

12. Credit facility

- (a) Upon application by the Trade Partner, Voyages may extend a credit facility to the Trade Partner on the terms and conditions contained in the Terms of Credit.
- (b) Where a credit facility has been extended to the Trade Partner:
 - (i) the Trade Partner must comply with the Terms of Credit; and
 - (ii) all Nett Rate payments by the Trade Partner to Voyages must be made in accordance with the Terms of Credit and the applicable Booking Terms and Conditions.
- (c) Without limiting the Terms of Credit, Voyages may cancel a credit facility for any breach by the Trade Partner of the Terms of Credit.

13. Cancellations or modifications of a Confirmed Booking

13.1 Cancellation or modification by the Trade Partner

- (a) If the Trade Partner wishes to cancel or modify a Confirmed Booking, the Trade Partner must give Voyages a written notice specifying:
 - (i) the Booking Confirmation Number for the Confirmed Booking;
 - (ii) the number of bookings required to be cancelled for the Confirmed Booking;
 - (iii) the dates on which the bookings are required to be cancelled; and
 - (iv) the number of bookings required after the cancellation along with an updated status report.
- (b) The cancellation or modification of a Confirmed Booking takes effect when the Trade Partner receives from Voyages written confirmation of Voyages' acceptance of the cancellation or modification.
- (c) Without limiting the terms of this Contract, the terms of Booking Terms and Conditions will also apply to any cancellations or modifications of a Confirmed Booking by the Trade Partner and No Shows.
- (d) A Confirmed Booking where the Guest is a No Show. does not affect Voyages entitlement to receive the Nett Rate amount for that Confirmed Booking.
- (e) For the avoidance of doubt, the occurrence of a Cancellation Event in respect of a Confirmed Booking (or any part of it) is taken to be a cancellation or modification of the Confirmed Booking (or that part) by the Trade Partner for the purposes of this clause 13, and the Trade Partner must pay a Cancellation Fee in accordance with clause 13.2 in respect of that Cancellation Event.

13.2 Cancellation Fees

- (a) If a Confirmed Booking (or part of it) is cancelled or modified by the Trade Partner or there is a No Show for a Confirmed Booking then the Trade Partner must pay a Cancellation Fee in respect of the cancellation or No Show in accordance with this clause 13.2 and the terms of the applicable Booking Terms and Conditions.
- (b) Where a Cancellation Fee is payable and Voyages holds a Security Deposit for a cancelled or modified Confirmed Booking, then:
 - (i) if the Cancellation Fee is less than the Security Deposit held by Voyages in respect of the cancelled or modified Confirmed Booking, then the Cancellation Fee will be deducted from that Security Deposit, and a statement of monies deducted from the Security Deposit (showing the standing balance of the Security Deposit) will be issued to the Trade Partner by Voyages within 14 days of the deduction being made; or
 - (ii) if the Cancellation Fee is greater than the Security Deposit held by Voyages in respect of the cancelled or modified Confirmed Booking, then Voyages will be entitled to retain the entire Security Deposit and issue an invoice to the Trade Partner for the outstanding amount, which the Trade Partner must pay within 30 days.
- (c) If the Trade Partner has a credit facility with Voyages, at the end of each calendar month, a calculation of all cancelled or modified Confirmed Bookings or No Shows for that month will be made and an invoice will be issued to the Trade Partner for the payment of the Cancellation Fees in respect of those cancellations, modifications or No Shows, in accordance with the Terms of Credit.
- (d) If the Trade Partner wishes to dispute the amount of a Cancellation Fee, it must notify Voyages in writing within 14 days of being notified of the amount of the Cancellation Fee (**Dispute Period**), time being of the essence. If the Trade Partner does not dispute the Cancellation Fee by expiry of the Dispute Period then the Trade Partner is taken to have accepted the Cancellation Fee.
- (e) The parties agree that the Cancellation Fee is a genuine estimate of the loss Voyages will suffer in the case of a cancellation or modification by the Trade Partner.

14. Voyages' Promotional Material

- (a) Voyages may provide the Trade Partner with Promotional Material to use in the promotion and sale of the Voyages Products in accordance with this Contract.
- (b) Voyages grants the Trade Partner a non-exclusive, revocable and limited licence (including a right to sub-licence) to publish and reproduce the Promotional Material on the Trade Partner's website and printed promotional brochures, flyers or leaflets, for the purpose of promoting Voyages Products on the terms of this Contract (**IP Licence**).
- (c) The grant of the IP Licence is subject to and conditional upon the Trade Partner complying with the following conditions:
 - (i) the Promotional Material must only be used for the purpose permitted under clause 14(b);
 - (ii) the Promotional Material must not be altered in any way without the prior written consent of Voyages;
 - (iii) the Trade Partner and its sub-licensees must comply with all laws and the reasonable requirements of Voyages in relation to the use of the Promotional Material and the depiction of images of cultural significance to Indigenous people; and
 - (iv) the Trade Partner and its sub-licensees must include the proper trademark, copyright symbols or attribution notices when using the Promotional Material in any advertising or promotions of the Voyages Products.
- (d) Voyages may revoke or limit the use of the IP Licence by notice in writing to the Trade Partner if the Trade Partner or any of its sub-licensees breaches the conditions of the IP Licence or any other provision of this Contract.
- (e) Voyages retains ownership of and all Intellectual Property Rights in the Promotional Material.
- (f) The IP Licence will automatically terminate on the expiry or earlier termination of this Contract.

15. Advertising and marketing

15.1 Trade Partner's advertising and marketing

- (a) Upon request, the Trade Partner will provide Voyages with details of:
 - (i) the nature and content of any proposed internet advertising and marketing relating to the Voyages Products;
 - (ii) its own and its affiliates' distribution network (including links and websites); and
 - (iii) retail rates proposed to be offered (including currencies quoted and any special offers).
- (b) The Trade Partner acknowledges that the information sought by Voyages under clause (a) is to ensure:
 - (i) only high quality and culturally appropriate advertising and marketing are used in connection with the Voyages Products; and
 - (ii) compliance with the laws and customs of Indigenous peoples and communities.
- (c) Voyages may direct the Trade Partner to amend, delete or remove any particular content or link published by the Trade Partner in relation to Voyages or any of the Voyages Products, which in Voyages' reasonable opinion:
 - (i) detracts from the brand, image or quality of Voyages or any of the Voyages Products;
 - (ii) may be seen as culturally inappropriate or offensive to any Indigenous group (including any images of deceased Indigenous persons);
 - (iii) misrepresents Voyages or any of the Voyages Products in any way;
 - (iv) is inaccurate or false; or
 - (v) is misleading or likely to be misleading in any way,and the Trade Partner must comply with any such direction without delay.

- (d) The Trade Partner must and must ensure that its affiliates, partners, subsidiaries, sub-agents and onward distributors comply with the Competition and Consumer Act 2010 (Cth) in respect of all advertising, marketing or promotions involving any Voyages Products.
- (e) Except where advertising material or collateral containing information about any Voyages Products has been approved by Voyages, the Trade Partner will be solely responsible for the content of that advertising material or collateral.

15.2 Online advertising and search engine marketing

The Trade Partner must not and must ensure that its affiliates, partners and sub-agents do not:

- (a) engage in paid online advertising, search engine marketing, display or site retargeting or paid social media;
- (b) bid on or purchase internet placement rights, including by engaging in the practice of 'pay per click' advertising or by bidding on 'keywords' or using as a search term, sponsored link or similar, using any of the Voyages' Trademarks, without the prior written consent of Voyages.

16. Insurances

- (a) The Trade Partner and Voyages must each take out and maintain insurance policies (including public liability insurances, property insurance and workers' compensation insurance) as required by law or otherwise as appropriate for a prudent operator in the position of the Trade Partner or Voyages.
- (b) Either party may request the other to provide certificates of currency in respect of all such insurances, in which case the other party must cooperate by providing copies of such certificates of currency in a timely manner.

17. Compliance

- (a) Voyages acknowledges its compliance with all Laws applicable to the Voyages Products offered and its operation of Ayers Rock Resort and Mossman Gorge Cultural Centre.
- (b) Voyages participates in the Tourism Trade Checklist powered by Australian Tourism Export Council (ATEC), in partnership with Sanderson Phillips. The Tourism Trade Checklist enables tourism suppliers to share details of their health, safety and insurance compliance with wholesalers and inbound tour operators. Trade Partners are required to sign up to the checklist to access this information which is available here: <https://www.tourismtradechecklist.com.au>.

18. Force majeure

- (a) Voyages reserves the right to cancel or postpone a Confirmed Booking (or any part of it) due to a Force Majeure Event.
- (b) If Voyages cancels or postpones the whole or any part of a Confirmed Booking due to a Force Majeure Event, Voyages will give the Trade Partner written notice of the cancellation or postponement and the terms of the cancellation or postponement as may be reasonably determined by Voyages at the relevant time. Voyages will have regard to the period of time prior to check-in, the type of rate applying to the Confirmed Booking (whether refundable or non-refundable) and the Voyages Products booked in determining whether a refund (full or partial) or a credit will be offered for a cancellation.
- (c) If a Force Majeure Event is likely to continue for 30 days or more then Voyages may suspend or terminate this Contract with immediate effect by notice in writing to the Trade Partner.

19. Release

The Trade Partner releases Voyages from and agrees that Voyages is not liable for any Claim arising from or incurred in connection with any Force Majeure Event, any act, omission or negligence caused or contributed to by the Trade Partner or any of its officers, employees, agents, sub-agents, contractors or guests, or any breach by the Trade Partner of its obligations under this Contract.

20. Limitation of liability

Where Voyages' liability under this Contract cannot be excluded then to the fullest extent permitted by law, Voyages' liability under this Contract, in respect of a booking for a Voyages Product, will be limited to the resupply of the relevant Voyages Product and if that is not possible, then refunding the Trade Partner the Nett Rate amount charged for the booking of the Voyages Product.

21. Termination or suspension

21.1 Termination for convenience

Either party may terminate this Contract at any time without the need to give a reason by giving 30 days prior written notice to the other party.

21.2 Termination for default

If a party fails to comply with or is in breach any of its obligations under this Contract (**Defaulting Party**), the other party (**Non-Defaulting Party**) may terminate this Contract by notice in writing to the Defaulting Party if it has served the Defaulting Party with a written notice requiring the Defaulting Party to rectify the failure or breach within 10 Business Days after receipt of the written notice and the Defaulting Party fails to rectify the failure or breach by expiry of that time period.

21.3 Immediate termination

A party may immediately terminate this Contract by written notice to the other party if:

- (a) an Insolvency Event occurs in respect of the other party;
- (b) the other party ceases to carry on business; or

- (c) the Trade Partner or its personnel act in a manner that Voyages, in its discretion and acting reasonably, considers to be Misconduct towards Voyages or its staff,

21.4 Suspension by Voyages

- (a) Despite any other provision of this Contract, if the Trade Partner (either by its own action or by that of a sub-agent) fails to comply with clause 3, 4, 5(c), 11(a), 12(b) or 14, Voyages may (acting reasonably) by notice in writing to the Trade Partner:
- (i) suspend this Contract;
 - (ii) implement a 'stop supply' of some or all inventory of the Voyages Products being supplied to the Trade Partner;
 - (iii) remove the Voyages Product being distributed in breach of this Contract from the operation of this Contract; and / or
 - (iv) refuse any further Booking Requests from the Trade Partner.
- until the Trade Partner has rectified the default.
- (b) If the Trade Partner fails to rectify a default referred to in clause 21.4(a) within 14 days of being notified in writing of the default by Voyages, then Voyages may by notice in writing to the Trade Partner terminate this Contract.

21.5 Effect of suspension or termination

- (a) If this Contract is suspended or terminated in accordance with its terms, Voyages will honour any Confirmed Bookings made by the Trade Partner prior to the date of suspension or termination, provided that full payment for those Confirmed Bookings have been received by Voyages within 7 days of receipt of a tax invoice from Voyages for the amount owing in respect of those Confirmed Bookings.
- (b) A suspension or termination of this Contract does not affect any payments payable by the Trade Partner in respect of Confirmed Bookings made prior to the suspension or termination and the Trade Partner must pay for those Confirmed Bookings in accordance with this Contract.
- (c) If a credit facility has been extended to the Trade Partner, then despite the Terms of Credit, that credit facility will be suspended on suspension of this Contract or terminated on termination of this Contract (as the case may be) and all amounts owing under that credit facility will become due and payable upon Voyages issuing the Trade Partner with a written notice. The Trade Partner must pay to Voyages the amount owing under the credit facility by the due date specified in the written notice.
- (d) A suspension or termination of this Contract will not affect or prejudice any of the rights of, or remedies available to, a party in respect of any breach by a party of this Contract.

22. Classification of Groups and Group Bookings

- (a) Despite any other provision of this Contract, Voyages may in its absolute discretion determine that a Group which might otherwise be a Tour Series Group, FITs or an Ad Hoc Group be classified as some other type of Group or FIT (as the case may be) for the purpose of this Contract. Voyages will notify the Trade Partner in writing after a determination is made by Voyages.
- (b) Group bookings must be submitted through the Voyages Groups Department at groups@voyages.com.au. Bookings made via the Trade Website are not permitted for group reservations and may be cancelled immediately.

23. GST

23.1 Interpretation

In this clause 23:

- (a) words and expressions which are not defined in this Contract but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999.

23.2 Amounts includes GST

Unless otherwise expressly stated, all amounts payable under this Contract are inclusive of GST.

23.3 Tax invoice

If GST is payable on any supply under this Contract, the supplier must issue a tax invoice to the recipient in respect of that supply at or before the time the consideration for the supply is to be provided.

23.4 Reimbursement

Where a party is required under this Contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

24. Privacy

- (a) Each party agrees to comply with its obligations under all applicable privacy laws including the Privacy Act 1988 (Cth) in relation to any personal information of persons residing in Australia and if applicable, the UK General Data Protection Regulation or European Union's General Data Protection Regulation in relation to any personal data of persons residing in the United Kingdom or European Union (as applicable).

- (b) The Trade Partner agrees to advise its customers, when collecting personal information from a Guest, that such information may be passed on to Voyages for the purpose of providing the Voyages products and services, and that Voyages' use of such information is governed by its privacy policy, which is available on its websites (being, www.voyages.com.au and www.ayersrockresort.com.au).

25. Confidentiality

- (a) A party must not disclose Confidential Information to any third party except:
- (i) with the prior written consent of the other party;
 - (ii) if disclosure is required by law or a competent court; or
 - (iii) if disclosure is on a confidential basis to a party's employees, officers, auditors, legal advisers, financial advisers or related body corporate (as defined in the Corporations Act 2001 (Cth));
 - (iv) to the extent necessary to enforce any term of this Contract; or
 - (v) to a proposed purchaser or purchaser of the Party's business, assets or shares (if applicable).
- (b) A party must not use any Confidential Information disclosed to it for any purpose other than for the purpose of performing its obligations under this Contract.

26. Notices

- (a) A notice or demand in connection with this Contract must be in writing and in English and must be sent either by courier to the address or by email to the email address specified in this Contract for the recipient or such other address or email address as notified in writing by the recipient to the sender from time to time. In the case of **Voyages**, notices must be sent to:
- Address for service of notices: Level 10, 123 Pitt Street, Sydney NSW 2000
Email for service of notices: notices@voyages.com.au
- (b) A notice or demand in connection with this Contract is taken to be received by the recipient:
- (i) (in the case of delivery by courier) on delivery by the courier; and
 - (ii) (in the case of an email) at the time (being the local time in the place of receipt) specified in the delivery confirmation generated by the sender's email system,
- but if the notice or demand is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day.

27. Definitions

In this Contract:

Accommodation means the hotels and apartments listed next to 'Accommodation' on the first page of this Contract under the heading 'Key Details.'

Ad Hoc Group means a group of Guests:

- (a) who are travelling together and are to be accommodated in 10 rooms or more at any Property;
 - (b) who are travelling together with a Tour Escort (irrespective of room numbers); or
 - (c) as otherwise determined according to the relevant Voyages Booking Terms and Conditions,
- and in any of the above circumstance is not part of any series of scheduled departures from any brochured program.

Booking Confirmation Number means the confirmation number issued by Voyages to the Trade Partner to confirm a Booking Request.

Booking Request means a booking request for a Voyages Product by the Trade Partner specifying:

- (a) the full name, email and mobile number of the FIT Guest(s);
- (b) the date, means and expected time of arrival;
- (c) the date, means and expected time of departure;
- (d) the Accommodation and/or Voyages Tour Product;
- (e) the number and type of rooms required at the Accommodation;
- (g) the transfers required;
- (h) the rate code issued by Voyages to the Trade Partner in relation to a Nett Rate;
- (i) whether the booking is pursuant to an allotment of the Voyages Products allocated to the Trade Partner under a separate allotment contract; and
- (j) any special requirements, such as dietary or accessibility needs.

Booking Platform means the online booking platform or Channel Manager used by Voyages for the booking of Voyages Products.

Booking Terms and Conditions means the bookings terms and conditions for the booking of Voyages Products as may be published on the Trade Website or on the website www.ayersrockresort.com.au or notified in writing to the Trade Partner from time to time.

Business Day mean a day that is not a Saturday, Sunday or any other day which is a public holiday in New South Wales, Australia.

Cancellation Event means in respect of a Confirmed Booking, any of the following:

- (a) the name of a Guest is changed from the name originally advised to Voyages in the Booking Request;
- (b) the dates of the Confirmed Bookings are changed;
- (c) the type of Accommodation booked is changed;

- (d) the number of rooms comprising the Confirmed Booking is reduced;
- (e) a Guest is a No Show;
- (f) a Guest departs earlier than the departure date specified in the Confirmed Booking; or
- (g) where multiple Booking Confirmation Numbers, taken together, constitute an Ad Hoc Group or a Conference Group under clause 22,

and each Cancellation Event is taken to be a cancellation or modification of the relevant Confirmed Booking (or the relevant part of it) by the Trade Partner for the purposes of clause 13. For the avoidance of doubt, a change to the name of a Guest made in the course of the Trade Partner providing or finalising a Guest list in accordance with clause 8 (and before the final Guest list is due under clause 8(b)) is not a Cancellation Event.

Cancellation Fee means the cancellation fee for a cancellation or modification of a Confirmed Booking as specified in the applicable Booking Terms and Conditions.

Channel Manager means SiteMinder or any other channel manager used by Voyages from time to time.

Claim means any claim, demand or causes of action (whether based in contract, equity, tort or statute) losses, liabilities, costs, compensation or expenses.

Commencement Date means the date specified as the 'Commencement Date' on the first page of this Contract under the heading 'Key Details'.

Conference Group means a group of Guests who are attending a conference, incentive or special event at a Property, or who are otherwise classified as a conference group by Voyages in accordance with the applicable Voyages Booking Terms and Conditions.

Confidential Information means the terms of this Contract, any correspondence, notices and communications in connection with this Contract and all information in whatever form or medium relating to the disclosing party's business (including financial information) that:

- (a) is by its nature or the circumstances surrounding its disclosure, confidential;
- (b) the disclosing party has indicated or informed (either verbally or in writing) the receiving party as being confidential; or
- (c) the receiving party knows or ought to know is confidential,

but excludes:

- (a) any information that is in or becomes part of the public domain other than through breach of this Contract or an obligation of confidence owed to the disclosing party; or
- (b) any information that is acquired from another source entitled to disclose it.

Confirmed Booking means a Booking Request or Urgent Booking Request which has been confirmed by Voyages in accordance with clause 6.3.

Contract means this document and any schedule, annexures and attachments to it.

Contract Year means the period of 12 months commencing on the Commencement Date and ending on the Expiry Date specified on the first page of this Contract under the heading 'Key Details'.

Dynamic Rate means the GST inclusive non-commissionable variable rate for a Voyages Product that may be offered to the Trade Partner at the time of booking during the Contract Year.

Expiry Date means the date specified as the 'Expiry Date' on the first page of this Contract under the heading 'Key Details'.

FITs means fully independent travellers being:

- (a) Guests who are travelling alone;
- (b) a party of Guests who (regardless of whether they are part of any series of scheduled departures from any brochured program) are travelling together and are accommodated in no more than 9 rooms at any Property; or
- (c) Guests who are otherwise classed as fully independent travellers by the applicable Voyages Booking Terms and Conditions,

and whose names are supplied to Voyages by the Trade Partner at the time of making the Booking Request.

Force Majeure Event means any one or a combination of the following events which is beyond the reasonable control of Voyages including:

- (a) sovereign acts of any federal, state or foreign governments including war (undeclared or declared);
- (b) any federal, state, territory or foreign government action, restriction, restraint or intervention, or local or state of emergency of any kind;
- (c) any order, direction or request of any authority (whether local, state, territory or federal);
- (d) a change in any law including any new law;
- (e) epidemic, pandemic or any other type of public health emergency;
- (f) civil commotions, demonstrations, insurrections, riots, explosions, vandalism, sabotage or acts of terrorism or any other act against public order or authority;
- (g) natural disasters or extreme weather conditions, or other adverse weather conditions resulting in fires, flooding, power outages, road closure or damage to property;
- (h) labour or industrial disputes, action, embargo or strikes; or
- (i) any event, circumstance or emergency affecting the operation of Ayers Rock Airport, Ayers Rock Resort or any Accommodation (or any part of them) including any disruption to the supply of goods and services to Ayers Rock Airport or Ayers Rock Resort; or
- (j) any other event, circumstance or cause beyond the reasonable control of Voyages (other than adverse economic conditions or general financial constraints).

Group means a Tour Series Group, a party of FITs or an Ad Hoc Group, whichever is applicable and as the context requires.

GST has the same meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Guest means an individual who is the subject of a Booking Request or Confirmed Booking.

Guest Conduct Policy means the guest conduct policy relating to the conduct of guests at Ayers Rock Resort, as may be published on the Extranet or on the website www.ayersrockresort.com.au or notified in writing to the Trade Partner from time to time.

Insolvency Event means a party (being a corporation):

- (a) going into liquidation or provisional liquidation or an application or order is made for it to be wound up;
- (b) is insolvent or presumed insolvent under the Corporations Act 2001 (Cth) or is unable to pay any of its debts when they fall due; or
- (c) ceasing to carry on business or threatening to cease to carry on business.

Intellectual Property Rights means intellectual property rights of every kind, including copyright (including future copyright), designs, patents, inventions, trade marks (whether registered or unregistered), know-how, reputation, trade secrets and goodwill.

Laws includes any requirement of any Australian statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Misconduct covers a range of unacceptable behaviours, which includes but not limited to:

- (a) rude, disrespectful, or abusive communication (written or verbal);
- (b) threatening or intimidating behaviour;
- (c) making false statements when carrying out business that has a direct bearing on Voyages or Guests
- (d) breach of Laws.

Nett Rate means Dynamic Rate, Static Rate or Tactical Rate (as applicable).

No Show means when a Guest or Group does not check-in or show up on the scheduled arrival date for a Confirmed Booking.

Package means accommodation (or accommodation with meals) bundled together with another travel component, including airfares, car rental or any tour which is sold as a bundled service or product:

- (a) in a form in which the price of accommodation (or accommodation and meals as the case may be) is not separately identified; and
- (b) where the total value of the other travel components included in the package is equals to or greater than \$150.00 per person.

Pick-Up means the number of rooms, services, or other inventory within a group allocation that have been converted into fully paid bookings by the Trade Partner.

Promotional Material means images, videos, information and Voyages' Trademarks in relation to the promotion of the Voyages Products.

Static Rate means the GST inclusive non-commissionable rate for a Voyages Product that may be offered to the Trade Partner during the Contract Year, as notified in writing by Voyages to the Trade Partner at or before the time of booking.

Tactical Rate means the GST inclusive non-commissionable special rate for a Voyages Product that may be offered to the Trade Partner during the Contract Year for a specific sale or travel period from time to time.

Terms of Credit means the terms of credit set out in Voyages' application for credit, or such other terms as may be notified in writing by Voyages at the time of approving the application for credit.

Tour Series Group means a group of Guests:

- (a) who are travelling together and are to be accommodated in 10 rooms or more at any Property;
- (b) who are travelling together with a driver, escort or tour director employed or contracted by the Trade Partner (irrespective of room numbers);
- (c) 3 departures or more; or
- (d) who are otherwise classified as a Tour Series Group under the applicable Voyages Booking Terms and Conditions, and in any of the above circumstance is part of any series of scheduled departures from any brochured or unbroadured program.

Trade Website means the Voyages' trade website which can be accessed by the Trade Partner (using a unique username and password) for information about Voyages Products, Nett Rates, Booking Terms and Conditions and Voyages' Policies.

Twin Share means unless otherwise specified, two Guests lodging in the same room on the one night using existing bedding in the hotel room.

Voyages' Policies means Voyages' privacy policy, Guest Conduct Policy and any other policy that may apply to a booking made by the Trade Partner, as may be published on the Trade Website or on the website www.ayersrockresort.com.au or notified in writing to the Trade Partner from time to time.

Voyages Products means the Accommodation and Voyages Tour Products, as may be changed under clause 2. Voyages Product means any one of them as applicable.

Voyages' Trademarks means any words, names, marks and logos used by Voyages for the Voyages Products (whether registered or unregistered with IP Australia).

Voyages Tour Products means the tour products listed next to 'Voyages Tour Product' on the first page of this Contract under the heading 'Key Details and **Voyages Tour Product** means any one of them as applicable.

28. Interpretation

- (a) In this Contract:
 - (i) a reference to any party includes that party's administrators, successors and permitted assigns, including any person taking by way of novation;
 - (ii) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
 - (iii) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (iv) words importing the singular include the plural (and vice versa);
 - (v) the words "includes" and "including" are not words of limitation;
 - (vi) a reference to "\$" or "dollar" is to Australian currency; and
 - (vii) if the date on or by which any amount is payable under this Contract is not a Business Day, the payment must be made on or by the next Business Day.
- (b) If there is an inconsistency between the terms and conditions forming part of the agreed terms in this Contract and the terms of the Booking Terms and Conditions, the terms of this Contract prevail to the extent of the inconsistency.

29. General

- (a) **Governing law:** This Contract is governed by the laws of New South Wales, Australia and you agree that the Courts of New South Wales, Australia shall have exclusive jurisdiction to hear any matter arising in relation to this Contract.
- (b) **Entire agreement:** This Contract is the entire agreement between the parties about its subject matter and supersedes and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- (c) **Variations:** This Contract may only be varied by a document signed by each party.
- (d) **Severability:** Any term of this Contract which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Contract is not affected.
- (e) **Waiver:** A party's failure, partial failure or delay in exercising a right or remedy relating to this Contract, is not a waiver of that right or remedy. An exercise or partial exercise of a right or remedy does not prevent a further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of a right or remedy is not effective unless it is in writing and signed by the party giving the waiver.
- (f) **Relationship:** Nothing in this Contract may be taken to create any employer or employee, partnership, joint venture or fiduciary relationship between the parties.
- (g) **Assignment:** The Trade Partner must not assign, novate, transfer or otherwise deal with any of its rights or obligations under this Contract. Any purported dealing by the Trade Partner in breach of this clause is of no effect.
- (h) **Costs:** Except as expressly stated otherwise in this Contract, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Contract.
- (i) **Counterparts:** This Contract may be executed in any number of counterparts. All executed counterparts constitute one document. Counterparts may be transmitted by electronic mail in PDF or other similar format and will be deemed original.