

WALK INTO LUXURY

Retail Travel Provider's Terms and Conditions

1 General

- 1.1 These Terms and Conditions ("Terms") are between the Tour Operator and the Retail Travel Provider and apply to the provision of the Services by the Retail Travel Provider.
- 1.2 By providing the Services, the Retail Travel Provider agrees to these Terms.
- 1.3 Unless otherwise stated, the definitions set out in the T&C and Waiver apply to this agreement.

2 Interpretation

"*Booking*" means the act of reserving the Product.

"*Force Majeure Event*" means any act of God, war, terrorism, fire, flood, cyclone or any other extreme weather conditions, loss of power, epidemics or pandemics (including COVID-19), public health emergencies, industrial disputes, slow-downs or other strike, riots or civil unrest, acts of government, semi government or other authorities, state and or federal government restrictions, including (but not limited to) restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Tour Operator's services beyond its control.

"*Product*" means a product and or service offered for sale by the Tour Operator.

"*Representatives*" means the agents, contractors or volunteers of the Tour Operator.

"*Retail Travel Provider*" means the entity executing the Terms as identified in this document.

"*Services*" means marketing, selling and or

on-selling a Product to a Customer.

"*T&C*" means the Terms and Conditions published by the Tour Operator, as amended from time to time.

"*Tour Operator*" means Walk into Luxury Pty Ltd (ABN 11 167 521 164), its directors, officers, employees and assigns.

"*Waiver*" means the Waiver, Release, Discharge and Indemnity published by the Tour Operator, as amended from time to time.

3 Retail Travel Provider's Authority

- 3.1 The Retail Travel Provider is authorised, and agrees, to provide the Services in accordance with these Terms.
- 3.2 The Retail Travel Provider is only to use promotional material provided to the Retail Travel Provider by the Tour Operator.
- 3.3 The Retail Travel Provider must submit to the Tour Operator any advertising or commercial material proposed to be used by the Retail Travel Provider which includes the name of the Tour Operator or any reference to the Tour Operator for the approval of the Tour Operator before publication.
- 3.4 The Retail Travel Provider must not accept a Booking without obtaining confirmation from the Tour Operator, with the exception being for online bookings instantly confirmed on the Tour Operator website (www.walkintoluxury.com).
- 3.5 All Booking requests are subject to availability. The Tour Operator reserves the right to decline any Booking or request at its absolute discretion.
- 3.6 All monies payable to the Retail Travel Provider for the Booking are payable to the Tour Operator in accordance with clause 3.9 and 3.10. Any book debt created upon the sale of a Product and the proceeds of sale of such Product, when received by the Retail Travel Provider, shall be held upon trust by the Retail Travel Provider for the Tour Operator and any proceeds of sale so

received by the Retail Travel Provider shall be placed in a bank account on trust for the Tour Operator.

3.7 The Retail Travel Provider must not offer to or accept Bookings at prices less than those fixed from time to time by the Tour Operator.

3.8 The Retail Travel Provider must take all orders for Bookings in the forms supplied by the Tour Operator and must immediately upon completion by the Customer of any form send it to the Tour Operator.

3.9 All monies paid to the Retail Travel Provider by a Customer must be paid to the Tour Operator:

(a) payment of a non-refundable deposit equivalent to 10% of the Gross Booking Total is required at the time of Booking;

(b) payment of 40% of the Gross Booking Total is required at least 12 months prior to departure (bringing the total deposit to 50%); or

(c) where a booking is placed within 91 days of the departure date, full payment of the Booking Total, less the Retail Travel Provider's commission, is payable at the time of booking (or no later than 7 days after the booking date).

3.10 In the event that the Retail Travel Provider has not paid the balance of the booking total (less commission) by 90 days prior to the departure date, the Tour Operator may (and the Retail Travel Provider authorises it to) process the payment amount on the Retail Travel Provider's credit card provided at the time of booking. Notice of the intent to process payment in this way will be provided in advance to the Retail Travel Provider.

4 T&C and Waiver

4.1 The Retail Travel Provider must provide an up-to-date copy of the T&C and Waiver to the Customer at the time a Booking is made. The Retail Travel Provider must ensure that the T&C are accepted by the

Customer prior to completing a Booking.

4.2 The Retail Travel Provider must have regard to the T&C and Waiver in providing the Services in accordance with these Terms.

5 Collection of payment

5.1 The Retail Travel Provider must ensure payment is collected from the Customer as set out below, unless otherwise determined by the T&C or the Tour Operator:

(a) payment of a non-refundable deposit equivalent to 10% of the Booking Total is required at the time of Booking;

(b) payment of 40% of the Booking Total is required at least 12 months prior to departure; and

(c) subject to clause 5.2, payment of the balance of the Booking Total is required at least 90 days prior to departure.

5.2 Unless otherwise advised by the Tour Operator, the Retail Travel provider is able to deduct the agreed commission from the payment of the balance of the Booking Total.

5.3 Payment from the agent to the Tour Operator is required in accordance with clause 3.9.

6 Cancellation and amendment

6.1 The Retail Travel Provider must ensure cancellations are affected in accordance with the T&C (a current copy of which is maintained at www.walkintoluxury.com/terms-conditions), unless otherwise determined by the Tour Operator.

6.2 The Tour Operator will not be liable for any costs incurred by the Retail Travel Provider in connection with the cancellation of the Product and or the Booking by the Customer, and or the Retail Travel Provider and or the Tour Operator.

7 Confidential information

7.1 The Retail Travel Provider must treat as confidential all books, documents and information received from the Tour Operator (except that intended for dissemination to the public).

7.2 The Retail Travel Provider must immediately on demand return to the Tour Operator confidential books and documents.

8 Indemnity of Tour Operator

8.1 The Retail Travel Provider must keep the Tour Operator indemnified against all consequences of all acts or omissions of the Retail Travel Provider in breach of these Terms or of the duties owed by the Retail Travel Provider to the Tour Operator by reason of these Terms.

8.2 The Tour Operator will not be liable for acts or omissions of the Retail Travel Provider outside the ambit of these Terms.

8.3 The Retail Travel Provider acknowledges that the Tour Operator provides Products and services that may be provided, in whole or in part, by Representatives of the Tour Operator. The Tour Operator makes no representation or warranty in relation to any such Representative.

9 Commission

9.1 The Tour Operator will during the validity of these Terms pay to the Retail Travel Provider a commission on confirmed Bookings, such commission to be as agreed in writing between the Tour Operator and the Retail Travel Provider from time to time, out of which the Retail Travel Provider must discharge any and all expenses incurred by the Retail Travel Provider incurred in connection with performing the Services.

9.2 The Retail Travel Provider must not agree to or share the commission with any Customer or enter into any transaction which may result in the passing of any benefit or incentive to the Customer.

9.3 In the event all or any portion of the Product is cancelled and a refund is issued to the Customer, the Retail Travel Provider shall reimburse any commission paid by

the Tour Operator, or withheld from the payment to the Tour Operator of the Booking Total, within 7 days of the refund being issued to the Customer.

10 Restriction on use of Tour Operator's name

10.1 The Retail Travel Provider will not use the name of the Tour Operator in connection with any business or transactions not directly concerning the Tour Operator.

11 Termination

11.1 The Tour Operator may terminate the agreement as expressed in these Terms if there has been a material breach of the Terms by the Retail Travel Provider.

11.2 The accrued rights, obligations and remedies of the Tour Operator are not affected by the termination of the agreement.

12 Liability

12.1 To the fullest extent permitted by law, the Retail Travel Provider releases, waives, discharges and indemnifies the Tour Operator and its Representatives from any and all claims and actions, which may be made by the Retail Travel Provider or any third party (including but not limited to the Customer), or on the Retail Travel Provider's behalf and or any third party's behalf, for loss, in any way arising out of or related to the Product or these Terms, including (but not limited to) property loss or damage, bodily injury or death.

12.2 The Tour Operator and its Representatives shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, arising out of or in connection with the Product or these Terms, whether arising under breach of contract, negligence (commission, omission or advice), statute or otherwise.

12.3 To the fullest extent permitted by law, the total liability of the Tour Operator and its Representatives arising out of, or in connection with this agreement is limited to the total value of the commission payable to the Retail Travel Provider from

time to time.

12.4 This clause:

- (a) applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by the Tour Operator; and
- (b) is intended to be as broad and inclusive as is permitted by law.

13 Costs of Recovery

13.1 Any expenses, costs or disbursements incurred by the Tour Operator in recovering any monies payable by the Retail Travel Provider, including dishonoured cheques, debt collection Representatives costs, solicitor's costs and interest thereon shall be paid by the Retail Travel Provider on a full indemnity basis.

14 Relationship

14.1 These Terms are not intended to create a relationship between the parties of partnership, agent, joint venture or employer-employee.

15 Superseding of prior agreements

15.1 These Terms supersede any and all prior agreements between the parties.

16 Assignment

16.1 These Terms are personal to the Retail Travel Provider and are not able to be assigned.

17 Updating

17.1 The Tour Operator reserves the right to update and or alter the T&C and or Waiver and or these Terms at any time relevant to future Bookings.

17.2 The T&C and or Waiver and or Terms applicable to the Retail Travel Provider are those that are current at the time a Booking is made for a Customer.

18 Non Merger

18.1 The covenants, agreements and obligations contained herein will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

19 Waiver

19.1 The Tour Operator will not be deemed to have waived any of its rights or remedies under these Terms or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the Retail Travel Provider.

20 Severance

20.1 If any part of these Terms is wholly or partly invalid, unenforceable, illegal, void or voidable, these Terms must be construed as if that provision or part of a provision had been severed from these Terms and the parties remain bound by all of the provisions and part provisions remaining after severance.

21 Governing laws

21.1 These Terms are governed by and shall be construed in accordance with the laws of the State of Western Australia.

21.2 The parties irrevocably:

- (a) submit to the exclusive jurisdiction of the Courts and Tribunals of Western Australia and the courts competent to determine appeals from those Courts and Tribunals:
 - (i) for determination of any dispute claim or demand;
 - (ii) with respect to any proceedings which may be brought at any time relating to these Terms.
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.