

## Consultancy Agreement

I, (insert your name/s) .....  
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engage Home Travel Company as consultants

to advise, organise and administer my /our travel arrangements

subject to the Terms & Conditions ("T&C") & Professional Consultancy charges that have been provided to me.

### Executive Summary of the Terms & Conditions

- Home Travel Company acts as a consultant on our behalf and I/we are over the age of 18 years.,
- I /we will be charged net invoiced item costs of our journey (subject to certain suppliers) together with Home Travel Company's Consultancy Fee **or** I/we will be charged Home Travel Company's Fees as outlined below.
- Home Travel Company collects non-refundable Consultancy Fees as outlined in the T&C.
- I /we will enter into individual contracts directly with suppliers that will provide the travel services and understand their individual Terms & Conditions.
- Should I need to cancel my arrangements cancellation fees are determined by the supplier in addition to an administrative fee by Home Travel Company as per T & C previously advised.
- Any refunds due are the responsibility of the suppliers.
- I /we supply correct names (as per passport) for all participants and check correct spelling.
- I /we are responsible for correct and valid travel documents, visas and health regulations for the destinations I/we are visiting.
- I /we are responsible for timely payment for my/our arrangements
- I /we are aware that late payment may result in additional cost to me/us
- I /we are aware of the strong recommendation to purchase Travel Insurance.
- I /we are aware that the Department of Foreign Affairs and Trade provides general travel advice on their website at [www.smartraveller.gov.au](http://www.smartraveller.gov.au).

**(when signing you are doing so for all the travellers within the booking)**

Signed.....dated.....

Home Travel Company is the trading name for Home Travel Company ABN 54 310 480 325 registered in the state of Tasmania. Hereinafter “Home Travel Company”, “we”, “our” and “us” refers to the above entity.

“You” and “Your” refers to yourself and all participants in the travel arrangements.

Please read the Terms and Conditions (“T & C’s”) carefully. You must not make a booking or proceed with a booking unless You understand and agree with these Terms and Conditions.

By paying a deposit You explicitly express Your acceptance of these Terms and Conditions for yourself and any other traveller on the booking file.

The headings used are solely for Your ease of understanding and are in no way binding in respect of the content or interpretation of the provisions.

### **1. The Nature of the Arrangement**

- a. You contract Home Travel Company as a consultant to organise travel services (“Booking”) on Your behalf,
- b. Home Travel Company fulfils this contact in accordance with these Terms and Conditions.
- c. As Consultants we coordinate, establish and administer legally binding arrangements between You and the various suppliers within your booking.
- d. Home Travel Company engages third party suppliers (“Suppliers”), like airlines, cruise lines, hotels, travel wholesalers etc You expressly authorise us to make travel bookings (“Reservations”) on Your behalf and to arrange relevant contracts between yourself and Suppliers. Whilst all care is taken to select these Suppliers, Home Travel Company cannot accept any responsibility or liability on behalf of these Suppliers.,
- e. Each Reservation is subject to the Terms and Conditions of the individual Supplier in addition to these Terms and Conditions.
- f. Your legal rights in connection with the provision of travel services are against the specific provider and, except in the event a problem is caused by fault on our part, are not against us. Specifically , if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, Your rights are against that provider and not against us,
- g. You do not have any rights under the Australian Consumer Law if the Supplier is not based in Australia.

### **2. Disclosure of Fees and Commissions**

- a. Home Travel Company receives commission on some of the products You are buying.
- b. We will deduct each item by this commission amount, i.e. You will only pay the net amount.,
- c. As remuneration, Home Travel Company will charge a Consultancy fee on all parts of Your travel arrangements equal to or at least the Suppliers invoice and/or 10% .
- d. This Consultancy fee is due when paying each component of your travel booking and is not refundable,
- e. B.C and D do not apply to Insurance and other Financial Products like Multi Currency Cards, third party fees or specific other service fees or booking fees incurred.,
- f. We do not charge additional fees for arrangements booked directly with an overseas supplier unless advised ,
- g. We may receive gifts or financial incentives from third parties under this contract. These are not part of this Agreement.

### **3. Professional Fees**

- a. Home Travel Company reserves the right to charge Professional Fees or pass on specific costs on to You,
- b. This Schedule is attached and can be changed with notice.,
- c. Any specific costs will need to be approved by You before that service is provided.,
- d. These Professional fees are non refundable in the case of cancellation,

### **4. Money Matters**

- a. Home Travel Company will hold your funds in our bank account until dispersed to the Suppliers or returned to You. We handle these financial transactions on your behalf,
- b. When making a Reservation, You will be required to pay a deposit . The amount is determined by the Supplier.
- c. Each deposit is subject to the Terms and Conditions as well as the cancellation fees of the Supplier.
- d. You will be advised of due dates for interim and balance payments. It is Your responsibility to pay these before the due dates.
- e. Any payments that are not made by the due date advised to You could result in Your travel arrangements being cancelled or an increase in cost.

## 5. Payment Methods

- a. You may pay by direct deposit to our bank – ANZ BSB 017 553 ACC 1856 52266 Name Home Travel Company and this generally would not incur any fees, (please reference your mobile phone number or booking reference). Payments made by direct deposit have no supplier insolvency protection.
- b. You may pay by your chosen credit card to a Supplier who becomes the Merchant, at such time we would advise you of their Merchant fee and this would show on your credit card statement as the Supplier name, Your purchase is then with the Supplier, not Home Travel Company.
- c. When Suppliers do not accept credit cards as the Merchant the only acceptable form of payment is direct deposit to the above bank account. Should Home Travel Company accept your card for purchase you are waiving any rights to seek charge backs from Home Travel Company as your funds would have been passed on to the Supplier., purchases made this way will be via our virtual credit card facility,TravelPay.,
- d. For B.,Merchant fees are in addition to the cost of your travel booking & a Credit Card Authority form is essential.,
- e. Credit Card companies, including Suppliers and Home Travel Company's virtual facility do not reverse these fees in case of refunds. They charge additional fees. When Home Travel Company's virtual credit card facility is used it will show as a third party TravelPay/Balmain on your credit card reconciliation statement.

## 6. Prices

- a. All prices are subject to availability and can be withdrawn or varied without notice. Please also note that all prices are subject to change outside our control. Such factors include, but are not restricted to currency fluctuations, fuel surcharges, taxes and fare increases,
- b. We will always endeavor to get the best price of the day for Your travel arrangements. However many Suppliers use 'Dynamic Pricing' for their products which means that prices can vary widely on a daily basis between Your booking date and Your travel date.,
- c. If prices are quoted in a foreign currency, Your final payment price will be subject to the prevailing exchange rate on the day.

## 7. Cancellation and Change Fees

- a. Should You have to cancel or amend a booking, fees are subject to the Terms and Conditions of each individual Supplier.,
- b. Your refund will be provided by the Supplier. We will act as an Intermediary to obtain the refund from the Supplier.
- c. In addition, Home Travel Company charges a fee as per our Professional Fee schedule.

## 8. Travel Insurance

- a. We strongly recommend that You take out appropriate Travel Insurance to cover Your travel arrangements as the time of the first payment. Travel Insurance is also strongly recommended by the Department of Foreign Affairs & Trade for all overseas travel. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death, loss of personal baggage and money and personal liability insurance,
- b. Insurance cover offered by your credit card's underwriter are not generally comprehensive enough and you should check the policy offering before accepting it
- c. Home Travel Company will provide pricing for Travel Insurance if requested and if Travel Insurance is taken with Home Travel Company we will retain our Consultancy fee which is non refundable.

## 9. Travel Advice

- a. For general travel advice as well as specific advice (including travel safety alert levels) relating to your destination You wish to visit and contact the Department of Foreign Affairs & Trade or visit their website [www.smartraveller.gov.au](http://www.smartraveller.gov.au) You can also register Your travel plans with DFAT, so that You can be more easily contacted in case of an emergency.,
- b. Major travel destinations have official websites providing local information pertinent to your travel itinerary.

## 10. Passports and Visas

- a. It is Your responsibility to have appropriate travel documents for Your journey
- b. You must have a valid passport that is accepted in the countries You will be visiting,
- c. Many countries require at least six months validity after Your day of return to your domicile,
- d. You may need to apply for a visa for specific countries.
- e. Even for some 'visa free' countries You may need to apply for an 'electronic travel authority (ETA)' before departure
- f. If You are not travelling on an Australian passport please ensure that You have a valid re-entry visa to Australia,
- g. While we offer general advice and assistance obtaining visas, Home Travel Company does not do this for you and cannot be held responsible or liable for You not meeting the necessary and mandatory requirements,

## 11. Frequent Flyer and other Loyalty and Membership Schemes

- a. It is Your responsibility to advise us of any loyalty schemes You belong to and You accept full responsibility for understanding each schemes Terms & Conditions
- b. We will endeavor to pass Your credentials to the Supplier
- c. We are not responsible for inability to claim points

## 12. Health

- a. You must be aware of any health and vaccination requirements in the countries You plan to visit or transit
- b. Failure to carry all necessary vaccination documentation may result in You being refused entry to a country,
- c. We recommend that You consult with Your local GP/Doctor, travel medical service or specialist vaccination clinic before commencing Your travel. General health advice for the destinations You wish to visit is available from DFAT (see [www.smartraveller.gov.au](http://www.smartraveller.gov.au))
- d. We can share data from official pages including IATA, Timaticweb.com, Country Guides etc with You but we cannot be held responsible for the accuracy of such information. These are to be used as a guide only.

## 13. Liability

- a. We are liable to you for providing our Services in accordance with these Terms & Conditions,
- b. Our Services come with the guarantees under the Australian Consumer Law (ACL) which cannot be excluded. These guarantees include that the services:
  - Will be provided with due care and skill,
  - Will be reasonably fit for the specified purpose,
  - Can reasonably be expected to achieve the desired result and will be provided within a reasonable time.
- c. If we do not meet any of the expectations set out in paragraph 14, you have rights under the Australian Consumer Law.
- d. Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorized access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
- e. Subject to the application of consumer guarantees which may be implied into the supply of Services to you, we are not otherwise liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the:
- f. The delivery or non delivery of the Travel Product or
- g. Any act or omission of Providers or other third parties
- h. Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded , we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party Suppliers, force majeure or any other event which is beyond our control,
- i. Nothing in these Terms & Conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

## 14. Liability of the Provider

- a. Once You have arranged Services for You, the Provider will provide You with the Travel Product on their Terms & Conditions agreed between You and the Provider. You should obtain and read the Provider's Terms & Conditions before financial commitments,
- b. The Provider is liable to You for a breach of obligations in providing You with the Travel Product.,
- c. We have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of any Travel Products including any liability in contract, tort or otherwise , for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of travel services or products by Providers. All arrangements are subject to the Terms & Conditions and limitations of liability imposed by the Provider.

## 15. Your Privacy

- a. We respect Your privacy to the full extent of the law. While we collect Your personal data for the purpose of processing Your Reservation, we may add you to our mailing list only on the basis You may unsubscribe at any time either online or via an email to us.,
- b. We will not pass on any information about You to anyone but the Suppliers unless required to do so by law,
- c. If you authorise us to store sensitive information like Passport details or credit card information these details will be stored in encrypted form.,
- d. If required to pass sensitive personal information to Suppliers we will only do so in a secure manner .,
- e. We may disclose anonymous , aggregated information about our sales and trading patterns to third parties.

## 16. Governing Law

- a. If any dispute arises about this agreement or how this agreement applies the laws of the Commonwealth of Australia and the laws of the State of Tasmania , Australia will apply.
- b. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Commonwealth of Australia and the courts of Tasmania, Australia and waive any right that You may have to object to an action being brought in those courts.

## 17. Force Majeure or Frustrated Contract

- a. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist acts, epidemic, pandemic, quarantine, outbreaks of infectious diseases or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, government acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder.
- b. In the event that a force majeure applies, the customer will be bound by the Supplier's Terms & Conditions.

## 18. Your Responsibilities

- a. You warrant that You are over the age of eighteen (18) and have sufficient funds to pay for the travel services,
- b. You provide correct information, preferably on the booking form herein or verbally for all names and other details as per passports etc for all travellers  
You take responsibility to check these details before travel documents are issued,  
There may be costs imposed for name changes once documents have been issued,  
You are responsible for checking the accuracy of all documents and correspondence provided to You.
- c. You must advise us of any medical, dietary or mobility conditions that You or your Travel Companions may have,
- d. You have read our Terms & Conditions and if booking for third parties have also conveyed these Terms & Conditions to them
- e. You have read the Terms & Conditions of any Suppliers or Third Party service providers and agree to be bound by those
- f. You are responsible for contacting transport operators in sufficient time prior to travel to be able to accommodate schedule changes,  
Some transport operators may impose compulsory reconfirmation deadlines
- g. You are aware of the [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) website for any specific enquiries in relation to Your intended destinations
- h. Passport/visa and other required identification documents are Your responsibility.

### As Home Travel Company:

We are a Virtuoso Australia member #3778

We are a ATAS member #A10348

We are a CLIA member

We are an IATA member TIDS 9684 153 3

You can visit our www for Privacy and Terms and Conditions [www.hometravelcompany.com.au](http://www.hometravelcompany.com.au)

We thank you for supporting your local Travel Agency and Travel Advisor.



9 pages in total ,

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**ATAS A10348 ..AFTA..CLIA.. TIDS 9685153**

**Schedule of Professional Consultancy Fees**

*Your booking fees will vary and you will be advised by your Travel Advisor , as a guide they are shown below if the booking is not shown as a net booking with our Professional Consultancy fees shown separately.*

<b>SERVICE PROVIDED</b>	<b>REMARKS (All fees are in addition to fees charged by airlines, cruise companies or other suppliers/operators)</b>	<b>FEE inc. GST 10% (where applicable) GST applies to Australian travel ONLY</b>
<b>Air Tickets only</b>	<b>(In addition to fees charged by airlines)</b> (a) International Flights (b) Domestic and NZ Flights (c) Intra Country, Europe ,USA etc	Econ \$120 Bus \$150 First \$200 pp (b) \$60 pp (c) \$60 pp
<b>ITINERARY Planning and Co-ordination fee where required or requested</b>	<b>Non-recoverable fee</b> Check with your Travel Advisor as dependent on size of itinerary.,	\$100 per person \$500 (maximum) per file
<b>RESERVATION DEPOSIT to secure Packages, Hotels, Tours, Cruises, sightseeing etc.,,</b>	<b>Deposit credited to final invoice &amp; payment.</b> (a) International Bookings (b) Cruises/Packages - as required by supplier (c) Hotels - as required by Hotel	(a) \$100 per person (b) \$100 per person (c) \$50 per person
<b>AMENDMENT of Confirmed Reservations or Reissue of Air tickets.</b>	<b>(In addition to any fees charged by airlines, cruise companies or other suppliers)</b> (a) International Travel (b) Domestic Travel	(per person)  (a) \$100 per amendment (b) \$50 per amendment
<b>CANCELLATION of Reservations prior to cancelling we can reconfirm the fees that you will be charged incl Airlines, cruises/tours &amp; others.,</b>	<b>(In addition to any other fees charged by airlines, cruise companies or other suppliers)</b>	Whole of file 10% advisory fee of total cost of the journey., <u>or</u> loss of Home Travel Company Consultancy Fees paid.
<b>Assistance with Acquisition of Foreign Visas for Australian passport holders</b>	<b>(In addition to Consular Visa Fees)</b> ➤ Each passport/Consulate Plus, Postage & Handling	\$75 per person \$25 per satchel/courier
<b>Redemption Bookings with Frequent Flyer Points etc. incl upgrade requests – with authority.</b>	(a) International Economy Class Travel (b) International Business Class Travel (c) International First-Class Travel (d) Domestic Travel	(a) \$100per ticket (b) \$200 per ticket (c) \$250 per ticket (d) \$50 per ticket
<b>Travelpay processing fee for Credit Card payments. Cards are accepted with signed authority form *See below</b>	➤ Visa ➤ American Express ➤ MasterCard ➤ International issued cards	1.40 % 1.80 % 1.20 % 3.00%
<b>Travel Insurance Claim assistance/preparation paperwork</b>	Preparation of Travel Insurance claims (ours) Preparation of YOUR purchased policy	\$50 per person \$100 per person

**TRAVEL INSURANCE:** Home Travel Company consider it essential that you have adequate Travel Insurance cover for personal accident, loss of baggage and illness. Travel Insurance may protect you against all the above fees including cancellation fees if you cancel your holiday due to unforeseen (unavoidable) circumstances. All policies have general exclusions and you also need to be aware of Pre Existing Medical conditions The Australian Department of Foreign Affairs & Trade strongly asks intending travellers to consider taking out travel insurance (website: [www.smartraveller.gov.au](http://www.smartraveller.gov.au)). Policy costings are based on duration, age & destination .

**Payments** are generally taken for the supplier (nett) and separately for Home Travel Company’s Consultancy Fee – Fees relating to your booking will be advised by your Travel Advisor  
*Home Travel Company Consultancy Fees are NON REFUNDABLE* as per our Terms & Conditions.

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**\*Credit cards are ONLY accepted when Airlines/Cruise Lines/Hotels/Wholesalers/Tour Operators and other travel & transport providers accept them as the Merchant at which time you will be advised their surcharges. When cards not accepted our bank is ANZ 017 553 Acc: 1856 52266 Name: Home Travel Company** please make reference to your booking number or your mobile phone and copy your Travel Advisor the payment notice.