

## TERMS & CONDITIONS – TOUR OPERATOR

### PRICES

Prices are estimated and are subject to change as referred to below. Customers must agree to accept price increases or changes to the tour if applicable, in the circumstances set out below. Prices are based on your quoted itinerary including economy class airfares, all airfare related taxes, multi-share accommodation, meals on tour and all admissions on tour as indicated on your quotation. The tour price does not include the cost of travelling to or from your departure and arrival points, travel insurance, personal expenses, fuel surcharges and excess baggage charges. The tour price also does not include visa, passport and re-entry fees.

The price of this travel package is set forth in the invoice or quotation based on airfares and rates in effect at the time of booking. Airfares and rates are subject to change and are not final until paid in full. Price increases could include fuel and baggage surcharges, tax increases, not meeting minimum sign up requirements, change of date or trip, and other unforeseeable fees. We will notify you in writing if these fees change and/or prices increase.

Currency fluctuations may also impact the price of your tour. Latitude Group Travel (LGT) may be able to lock in your tour price, including exchange rate fluctuations, with the exception of airfare increases, fuel surcharges, taxes and levies. Please enquire.

Quotations are based on a minimum number of paying passengers as indicated in your quotation, with the number of chaperones included at no cost to them. Changes to the numbers may result in changes to the estimated price or modification of elements of the tour.

### DEPOSITS AND PAYMENTS

Please refer to your student registration form for the deposit and payment schedule. The Registration Form is given out at the information presentation where you will hear about the tour. Final payment is due no later than 105 days prior to departure but may be due earlier depending on what has been agreed with your school. Part payments may be made at any time. Cheques, money orders, direct credit, bank cheque and credit cards, may be used for deposits and payments. Credit card payments will attract a surcharge. Payments must be made to the Latitude Group Travel Client Account which ensures that your money is held safely and only used for payment to suppliers. **Please note the non-fundable portion of your deposit listed under REFUNDS AND CANCELLATIONS.**

Credit cards accepted include EFTPOS, Visa, Mastercard and American Express. Surcharges are as follows:

EFTPOS	no surcharge
Visa and Mastercard	2.4% surcharge
Corporate Visa and Mastercard	3.0% surcharge
Platinum Credit Cards	3.0% surcharge
American Express	3.3% surcharge

There is no surcharge for EFTPOS cards, direct credit, cheques, bank cheques or money orders

If you choose to pay the entire cost of the tour early, you will be notified of the exact tour cost on that day. You will then be exempt from any further currency fluctuations. You will be subject to airfare increases, fuel surcharges, taxes and levies until the whole group has paid and air tickets can be purchased. Airlines lock in their prices and taxes on the day of payment.

### RESERVATIONS

LGT will process applications for reservations on a first come, first served basis. If space is not available when your reservation is received, we will retain your payment and place your name on a waiting list until space becomes available, or you request a full refund. Students will have priority over parent/adult travellers (excluding chaperones). Due to currency fluctuations, price changes etc, a late booking may incur additional cost.

There is a \$100 per person fee for changing your reservation, if permitted, once a deposit has been received by LGT.

### REFUND AND CANCELLATIONS

Of your deposit, **there is a non-refundable amount noted on page 5 of the registration form.** If you cancel your reservation, your right to refund is limited, as set forth below. All cancellations and refund requests must be submitted in writing and mailed or faxed to LGT's office. **NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS.**

#### Days of Notice Prior

#### To Tour Commencement

120 days and over  
119 days to 91 days  
90 days to 60 days  
59 days  
No show

#### Cancellation Charge

loss of deposit  
50% of estimated tour price  
75% of estimated tour price  
no refund  
no refund

The refunds above must cover including, but not limited to, any airfares, motor coach, hotel fees and admissions that have already been paid for or charges that have been incurred by LGT. Additional fees may be charged as a result. Once cancelled, there is a \$100 reinstatement fee plus any additional costs – on a space available basis. Refunds will be made within 60 days. We will endeavour to gain refunds for items that are prepaid by LGT. We will pass these refunds on to you. Should another student take your place within 2 weeks after you have decided to withdraw, you may receive a full refund – even of the deposit, if possible and if the replacement student's tour costs are paid immediately.

We will not refund any unused portion of your itinerary. This means that if you leave the tour early, for any reason, we will not refund the costs of the balance of the tour. This is because all of the items included in the rest of the tour have already been paid for and no refund from the supplier will be forthcoming, as it is too late,

### PASSPORT AND VISAS

You are responsible for your passport and the correct visas. We are not liable for any loss, expense or inability to travel incurred by your failure to comply with these requirements. At the time of booking, please advise the correct passenger name and ensure that it corresponds with the name in your passport. A copy of the photo page of your passport with the correct name is required for booking.

### TRAVEL INSURANCE

LGT requires that all passengers on the tour, including chaperones, are fully covered by comprehensive travel insurance. On all USA and other designated tours you must take the highest possible cover and for all tours, be insured for the full duration of your time away from home. We strongly advise that the group selects the same insurance for each passenger in order that, should a delay occur, for example, the group will be treated as one. QBE Travel Insurance is suitable for these tours and are available via links on our site, unless you are purchasing a school group travel policy, in which case we have provided a copy of the product disclosure statement. A discount applies to all individual or family insurance products purchased through LGT. Should you wish to upgrade to an individual insurance product you may choose that product with QBE. **If you or your school has your/its own insurance cover, LGT must see a copy of the Certificate of Currency and a copy of the policy PDS and coverage, in order to ensure that you are covered at the level required for your tour. If there is a fee for the insurance offered and chosen by the school, you are required to pay this and to be insured with the school group insurance.**

### **BAGGAGE**

The maximum checked baggage allowance will be advised. We are not responsible for any excess baggage charges. Your hand carry must not be too large or weigh more than 7kg, subject to airline and airport rules. Please note that you may also be travelling on a domestic flight locally or in another country. Please ensure that you check on their website for baggage allowances. We also suggest that you leave Australia with fewer than the allowed kilos to allow for anticipated purchases while away.

### **ROOMMATES**

You and your school co-ordinator are responsible for choosing roommates 105 days prior to departure. LGT **DOES NOT** assign roommates. Males and females must be separated. Adult travellers will be roomed in twin/double (or single occupancy upon request and only if available and will be charged the additional occupancy cost). Remember, students room with students and adults room with adults. Once final rooming is completed and your student is not in the requested multi-share room, LGT reserves the right to invoice you for any differential in room pricing stated in your package. Generally speaking, students are not permitted to request a single room, unless there are special circumstances. Any such request must be approved by LGT and the school. If there are odd numbers on the tour and one student is required to take a single room a single supplement will apply, but is usually amortised across the whole group. If the student is in a single room, we will endeavour to ensure that this room will be close to a chaperone or other students.

### **TRAVEL DATES/FLIGHT CHANGES/DELAYS/CHANGES IN ITINERARIES**

Please note that LGT reserves the right to change the date of departure due to heavy demand and flight availability. Passengers acknowledge that these changes are not grounds for cancellation without penalty. Flight times are not guaranteed and may affect the actual length of time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Flight delays/cancellations are unfortunate but are an inherent risk in air travel and beyond the control and responsibility of LGT. LGT will work with the airline to attempt to re-accommodate the group. Flight deviations are not available on group air travel. Passengers who deviate from any part of the tour are required to sign a Waiver of Liability Form.

LGT reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip.

### **DISABLED PASSENGERS**

If you have a disability that requires accommodation or special assistance, you must notify LGT in advance.

### **NO LIMITATIONS THAT WOULD IMPEDE GROUP TRAVEL; DISABLED STUDENTS OR STUDENT WITH SPECIAL NEEDS:**

Please keep in mind that when travelling as part of group, the ability to timely and safely depart and arrive is essential. By execution of this Agreement, you represent that the student has no limitations that will impede the travel plans of the group, including but not limited to, behaviour issues. If the student has a disability or other limitation that can be reasonably accommodated, the parent/guardian must notify LGT at the time of reservation but no later than one month prior to final payment date of the limitation, and identify the reasonable accommodation requested. Upon written request, information will be provided to you regarding accessibility to various facilities. LGT does not control the disabled accessibility of any portion of the travel package. LGT will attempt to work with vendors and the student to attempt to make reasonable accommodation for the student. Assistance with respect to personal care matters, which may include, but is not limited to: handling of monies (i.e. payment for various sundry items); cognisance of distance, location and time; hygiene; feedings; administration of medication; and similar matters, do not constitute reasonable accommodations, and we may inquire as to the limitations of a student with respect to such personal care matters, and the student must provide and be accompanied by an attendant for such personal care matters. All costs in connection with an attendant shall be the responsibility of the parent/guardian.

If the student has a medical condition that causes reasonable doubt that the student can complete the flight or tour safely, a medical certificate (a written statement from the student's physician stating that the student is capable of completing the flight or tour safely without requiring extraordinary medical assistance during the flight or tour) may be requested. If a medical certificate is requested and not provided, the student may be prohibited from participating in the trip.

LGT is relying on your representation that the student has no limitation that will impede the travel plans of the group. If prior to departure, LGT becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us and such limitation cannot be reasonably accommodated, or has had or has behaviour issues that LGT determines will impede the well-being, enjoyment and/or safety of passengers, LGT will cancel the student's trip. See cancellation policy for the amount to be refunded, if any. If at any point during a trip, LGT become aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us, and such limitation cannot be reasonably accommodated, or if there is behaviour that LGT determines impedes the well-being, enjoyment and/or safety of passengers, LGT is entitled to arrange for the return of the student to his/her original departure city and airport and LGT will have no financial responsibility regarding the cost of such return. In such a situation, parent/guardian agrees to timely pick up or arrange for timely pick-up of the student. LGT is not responsible for any inconvenience or cost of a delayed or cancelled/rescheduled return flight for such student.

### **PASSENGER RESPONSIBILITY / WELFARE OF THE GROUP**

You (the passenger) are responsible for your actions and well-being on the entire tour, beginning and ending with the air flights. It is your decision to participate or not to participate in the activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against LGT. Further, you are responsible for the consequences of your participation. Passengers realise that there are inherent risks (injury/health) in travel and fully accept responsibility for those risks. Inappropriate behaviour can be cause for eviction from the program and to be sent home at your own expense. In the event of a Client/Group or associate within the Client/Group, behaving in a manner judged by management of this company and its tourism product providers involved at the time, to be unacceptable behaviour, be it through damage, obscenity, harassment, theft, excessive noise, vulgarity, bad language and activities unacceptable and against public decency, LGT reserves the right to remove such person/persons from the tour. Should a Client/Group or individual activity be totally of unacceptable standard the company may cancel the tour. No refunds will be paid and the Client/Group or associate involved will be required to make good any property damage or costs involved to rectify the situation. Travel Agents acting for the Client/Group will be equally bound by this condition. No refunds will be made for any unused portion of a trip.

LGT reserves the right to decline to accept any person as a member of the trip, or to require any passenger to withdraw from the trip if, at any time, such action is determined to be in the best interest of the health, safety and welfare of the trip, group or of the individual passenger. Under such circumstances, no refund will be given. Baggage and personal effects are solely the responsibility of the owner.

### **CHAPERONES**

Chaperones and chaperone responsibilities are provided by the school/music/sport/special interest group you are travelling with and not LGT.

### **TRAVEL DOCUMENTATION**

All reasonable travel documents will be provided at the departure meeting. LGT cannot be responsible for lost or misdirected mail. Changes and updates in your address, phone number and email should be submitted in writing or via email at [info@latitudegrouptravel.com.au](mailto:info@latitudegrouptravel.com.au). Please check <http://www.smartraveller.gov.au> for travel advisories for your particular destination and be aware of the Smartraveller Top Ten Tips.

## SHARING OF INFORMATION

Because our travel services are offered in conjunction with the services of the airlines and motor coaches etc, LGT may be sharing your personal information with those companies. We may share the following information: name, address, phone, birth date, gender, school you attend or teach at and/or email. LGT may capture the trip on film and digital images and use photos, videos and digital images for its marketing materials. LGT appreciates your participation in our photos, videos and evaluations, and LGT reserves the right to use these to advertise tours. The passenger does not expect any compensation. Please notify us in writing if you do not want your image used.

## SERVICE PROVIDERS

Latitude Group Travel act as agents only for the persons or companies providing or offering the means of travel, transport, accommodation or other services and all receipts, tickets, and vouchers are issued subject to the terms and conditions under which transportation and services are offered.

## RESPONSIBILITIES AND LIABILITIES

In common with other companies, Latitude Group Travel Pty Ltd acts only as an agent for program members in arranging for room accommodations, transportation, sightseeing, workshops or similar activities, admissions and restaurant reservations as appropriate and agreed in each itinerary. As such, Latitude Group Travel shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any company or person engaged in conveying the passengers, or otherwise in connection therewith, of any hotel owner, manager or employee. Latitude Group Travel does not own or operate any of the suppliers which will provide goods and services for the trip or for any option which may be available in connection with the trip (including optional sightseeing, workshops or similar, car rental, etc.) and Latitude Group Travel has not priced the trip or option to allow LGT to guarantee against failure of any such suppliers. Accordingly, participant(s) agree to seek remedies directly with the supplier, and not to hold LGT or sponsoring organisation liable, in the absence of its negligence, for any loss, injury, delay or expense which results directly or indirectly from any action or omission, whether negligent, criminal or otherwise, of any entity providing goods and services for the trip or any available option (e.g. without limitation, the quality of services, cleanliness of a hotel, hotel overbooking or any flight delays etc.). Participant(s) also agree not to hold LGT or sponsoring organisation liable for circumstances beyond its control (e.g. force majeure, terrorism, war, or acts of God). Participant(s) acknowledge that neither LGT nor its agents have made any representation or promises with the respect to the tour described herein except as expressly set forth in LGT literature, unless such agreement is in writing and signed by an officer of LGT.

LGT accepts no responsibility for losses or additional expenses due to delay, changes, or cancellations in train, bus, ship, airplanes or other services, sickness, weather, war, terrorist acts, strikes, quarantine, or other causes. Baggage is transported at the client's risk throughout the tour.

LGT strongly recommends that all persons travelling obtain appropriate insurance coverage.

# TERMS OF TRADE - TOUR OPERATOR

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## 1. DEFINITIONS AND INTERPRETATION DEFINITIONS

### 1.1 DEFINITIONS

In these Terms of Trade:

**Customer** means the person identified on an itinerary, quotation or Contract as the customer and includes the Customer's agents and permitted assigns.

**Goods** means any goods supplied by LGT including those supplied in the course of providing Services.

**Intellectual Property Rights** means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.

**Contract** means a Contract for Goods or Services placed by a Customer in response to a quote and as varied in writing from time to time by the parties.

**Services** means the services to be provided by LGT to the Customer in accordance with a quote, the final itinerary and these Terms of Trade.

**LGT** means Latitude Group Travel Pty Ltd (ACN 145 383 811) and includes LGT's agents and permitted assigns.

### 1.2 INTERPRETATION

In these Terms of Trade, unless the context otherwise requires:

- a) a reference to writing includes email and other communication established through LGT's website (if any);
- b) the singular includes the plural and vice versa;
- c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms of Trade;
- d) a reference to a party to these Terms of Trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms of Trade.

## 2. GENERAL

- a) These Terms of Trade apply to all transactions between the Customer and LGT relating to the provision of Goods and Services, including all quotations, contracts and variations. These Terms of Trade take precedence over terms contained in any document of the Customer or elsewhere.
- b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
- c) LGT may amend any details in a quote by notice in writing to the Customer. Such amended details supersede any relevant prior detail in dealings between the parties.

## 3. QUOTES

- a) LGT may provide the Customer with a quote. Any quote issued by LGT is valid for 30 days from the date of issue.
- b) Following provision of a quote to the Customer, LGT is not obliged to commence arrangements until the quote has been accepted by the Customer by completing a Contract form and returning the form to LGT.
- c) LGT reserves the right to amend any quote before the Contract has been completed to take into account any rise or fall in the cost of completing the Contract. LGT will notify the customer of any amendment as soon as practicable, at which point the amended quote will be the estimate or quote for the purposes of these Terms of Trade.
- d) An indication in a quote of the time frame for the provision of the Goods or Services is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon LGT.

## 4. CONTRACTS

- a) Every Contract by the Customer for the provision of Goods or Services must be submitted in writing on LGT's standard Contract form (unless otherwise agreed).

- b) A Contract will not be placed by the Customer unless the Contract clearly identifies the Goods or Services Contracted and LGT's quote. This information is represented in the most recent quotation document and the most recent itinerary document which has been provided to the Customer prior to the Contract. Any costs incurred by LGT in reliance on incorrect or inadequate information may result in the imposition of an Additional Charge.
- c) Contracts must be signed by an authorised representative of the Customer and must specify the required date of delivery.
- d) Placement of a Contract by the Customer signifies acceptance by the Customer of these Terms of Trade and the most recent quote.
- e) LGT may in its absolute discretion refuse to provide Goods or Services where:
  - i. Goods or Services are unavailable for any reason whatsoever;
  - ii. credit limits cannot be agreed upon or have been exceeded; or
  - iii. payment for Goods or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of LGT, associated with the Customer under the same or another supply contract, has not been received by LGT.
- f) A Contract cannot be cancelled without the prior written consent of LGT. Where a Contract is cancelled, the Customer indemnifies LGT against any Losses incurred by LGT as a result of the cancellation, including, but not limited to loss of profit from other Contracts foregone as a result of the scheduling of the Contract which is subsequently cancelled.

## 5. VARIATIONS

- a) The Customer may request that its Contract be varied by providing a request in writing to LGT. A request for a variation must be agreed to in writing by LGT in order to have effect.
- b) If the Customer wishes to vary its requirements after a quote has been prepared or after the placement of a Contract, LGT reserves the right to vary the quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised quote issued by LGT in respect of the requested variation supersedes the original quote. If the revised quote only specifies additional work, the quote for that additional work will be in addition to the immediately preceding quote for the Goods and/or Services.

## 6. INVOICING AND PAYMENT

- a) The Customer must pay an invoice issued by LGT to LGT in accordance with any payment schedule stated in the invoice or otherwise within 14 days of a valid tax invoice being issued to the Customer.
- b) If any invoice is due but unpaid, LGT may withhold the provision of any further Goods or Services until overdue amounts are paid in full.
- c) LGT may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to LGT.
- d) The Customer is not entitled to retain any money owing to LGT notwithstanding any default or alleged default by LGT of these Terms of Trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- e) The Customer is to pay LGT on demand interest at the rate of 10% per annum on all overdue amounts owed by the Customer to LGT, calculated daily.
- f) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of LGT, are to be paid by the Customer as a debt due and payable under the Terms of Trade.
- g) The Customer and LGT agree to comply with their obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

## 7. ADDITIONAL CHARGES

- a) LGT may require the Customer to pay additional charges in respect of costs incurred by LGT as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by LGT in order for it to provide the Goods or Services within the specified time frame (if any).
- b) The imposition of additional charges may also occur as a result of cancellation by the Customer of an Contract where cancellation results in loss of LGT, photocopying, communication costs, couriers, packing and handling, Government or council taxes or charges, additional work required by LGT or any other occurrence which causes LGT to incur costs in respect of the Customer's Contract additional to the quoted cost.

## 8. INTELLECTUAL PROPERTY RIGHTS AND USE OF LGT ITINERARIES AND QUOTATIONS

- a) All Intellectual Property Rights in any works created by LGT and provided to the Customer (including without limitation, itineraries and quotations, all of which works are in this clause referred to as "LGT itineraries and quotations") vest in and remain the property of LGT.
- b) The Customer must not use LGT itineraries and quotations for any purpose other than arranging travel pursuant to a contract with LGT.
- c) The Customer must not use (or allow to be used) LGT itineraries and quotations to obtain alternative or competitive quotations from other suppliers.
- d) The Customer must not show (or allow to be shown) LGT itineraries and quotations to any other tour operator, travel agent or travel provider.

## 9. AGENCY AND ASSIGNMENT

- a) The Customer agrees that LGT may at any time appoint or engage an agent to perform an obligation of LGT arising out of or pursuant to these Terms of Trade.
- b) LGT has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Terms of Trade provided that the assignee agrees to assume any duties and obligations of LGT owed to the Customer under these Terms of Trade.
- c) The Customer is not to assign, or purport to assign, any of its obligations or rights under these Terms of Trade without the prior written consent of LGT.

## 10. DEFAULT BY CUSTOMER

- a) Each of the following occurrences constitutes an event of default:
  - i. the Customer breaches or is alleged to have breached these Terms of Trade for any reason (including, but not limited to, defaulting on any payment due under these Terms of Trade) and fails to remedy that breach within 14 days of being given notice by LGT to do so;
  - ii. the Customer, being a natural person, commits an act of bankruptcy;
  - iii. the Customer, being a corporation, is subject to:
    - A. a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;
    - B. a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 being appointed to all or any part of the Customer's property and undertaking;
    - C. the entering of a scheme of arrangement (other than for the purpose of restructuring);
    - D. any assignment for the benefit of creditors;
  - iv. the Customer purports to assign its rights under these Terms of Trade without LGT's prior written consent;
  - v. the Customer ceases or threatens to cease conduct of its business in the normal manner.
- b) Where an event of default occurs, except where payment in full has been received by LGT, LGT may:
  - i. terminate these Terms of Trade;
  - ii. terminate any or all Contracts and credit arrangements (if any) with the Customer;
  - iii. refuse to deliver Goods or provide further Services;
  - iv. pursuant to clause 9(c), repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received; or
  - v. retain (where applicable) all money paid on account of Goods or Services or otherwise.
- c) In addition to any action permitted to be taken by LGT under paragraph (b), on the occurrence of an event of default all invoices will become immediately due and payable

## 11. EXCLUSIONS AND LIMITATION OF LIABILITY

- a) The Customer expressly agrees that use of the Goods and Services is at the Customer's risk. To the full extent allowed by law, LGT's liability for breach of any term implied into these Terms of Trade by any law is excluded.
- b) All information, specifications and samples provided by LGT in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods or Services will not entitle the Customer to reject the Goods upon delivery, or to make any claim in respect of them.
- c) LGT gives no warranty in relation to the Services provided or supplied. Under no circumstances is LGT or any of its LGTs liable or responsible in any way to the Customer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect of any defect, deficiency or discrepancy in the Goods or Services including in their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following
  - i. any Goods or Services supplied to the Customer;
  - ii. any delay in supply of the Goods or Services; or

iii. any failure to supply the Goods or Services.

- d) Any advice, recommendation, information, assistance or service given by LGT in relation to Goods and/or Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability. LGT does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- e) To the fullest extent permissible at law, LGT is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on Terms of Trade, negligence, strict liability or otherwise, even if LGT has been advised of the possibility of damages.
- f) The Australian Consumer Law may give to the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, LGT's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of Goods, to the replacement or repair of the Goods or the costs of resupply or replacement of the Goods or with respect to Services to the supply of Services again or cost of re-supplying the Services again.

## 12. INDEMNITY

- a) The Customer indemnifies and keeps indemnified LGT, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against LGT or, for which LGT is liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Contract or the subject matter of these Terms of Trade including, but not limited to any legal costs incurred by LGT in relation to meeting any claim or demand or any party/party legal casts for which LGT is liable in connection with any such claim or demand. This provision remains in force after the termination of these Terms of Trade.

### Force majeure

- b) If circumstances beyond LGT's control prevent or hinder its provision of the Goods or Services, LGT is free from any obligation to provide the Goods or Services while those circumstances continue. LGT may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- c) Circumstances beyond LGT's control include, but are not limited to, strikes, lockouts, riots, terrorism, natural disasters, fire, war, acts of God, Government decrees, proclamations or Contracts, transport difficulties and failures or malfunctions of computers or other information technology systems.

## 13. OTHER MATTERS

- a) These Terms of Trade are governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts of such state.
- b) If any provision of these Terms of Trade at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- c) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.