

SOBI Trading & Consulting Pty Ltd ACN 133 868 747 (hereafter referred to as "**SOBI Consulting**", "we", "us", or "our") provides an online platform and as an agent to the Tour Operators connects Tour Operators who have knowledge and experience with a particular travel destination or activity with Travellers (clients) seeking to experience such destinations and activities (collectively with the Site and Application (each as defined below), the "Services").

The Services are accessible at <https://sobiconsulting.com/> and any other websites through which SOBI Consulting makes the Services available, including without limitation our social media pages such as our Facebook, Instagram, Twitter YouTube profiles and any related applications.

Once payment is made for your booking, it is deemed that you have read, understood & accept the terms and conditions for the booking. If you have any queries by using these Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below) and constitute a binding legal agreement between you and SOBI Consulting.

Please carefully read these Terms and our Privacy Policy, If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Services. Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties. SOBI Consulting complies with the General Travel Terms and Conditions (ARB 1992).

The services comprise an online booking or need analysis forms through which the travellers may create their requests for individual or group tours. you understand and agree that SOBI consulting is acting as an agent for the Tour operators, not as an insurer. SOBI consulting has no control over the conduct of Tour operators, travellers and other users of the services or any group tours, and disclaims all liability in this regard.

Key Terms

- "Australian Consumer Law" means the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Commonwealth)).
- "Consultant" means a person who completes SOBI Consulting's registration process,
- "Collective Content" means Consultant's Content and SOBI Consulting's Content.
- "Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.
- "Operator" means a Consultant who creates a Listing via the Services.
- "Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes.
- "SOBI Consulting Content" means all Content that SOBI Consulting makes available through the Services, including any Content licensed from a third party, but excluding Member Content.

Please see below our key Terms and conditions

1) Passport & Visa Requirements

It is your own responsibility to ensure that all travellers have valid passports & VISA's. Any penalties or extra costs incurred for submitting inadequate documentation will be your responsibility. Please ensure you have at least 6 months validity on your passport from the date of your return and the first name and surname that you provide for your reservation are exactly the same as they appear on your passport that you wish to use for your booking for your travel. Please decide the passport you wish to travel if you are a dual citizen. Visas, including transit visas are the responsibility of the passengers. Please check on the following websites of the Australian Government for comprehensive information;

www.dfat.gov.au OR www.smartraveller.gov.au.

Please check with the respective Embassy or Consulate of each country that you are scheduled to visit as many destinations require visas for both Australian and Non-Australian Passport holders, including any multiple entry requirements. Amendment fees apply to all name changes and sometimes incur cancellation and re-booking fees. International travellers booked on flights to the United States, including Hawaii, must pre-register their intent to travel under the US Visa Waiver Program.

Applications can also be made via the electronic system from the 'Travel Authorization Website'. Each passenger must complete this application a minimum of 72 hours prior to their flight departure. Passengers who fail to complete their application may be refused to board their flight by the airline. It is your responsibility to ensure that you are aware of any health requirements in your respective travel destination to ensure that you carry all necessary vaccination documentation. We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

2) Health Requirements & precautions

Health requirements may vary depends on the country you are planning to visit as well as any unexpected restrictions imposed by health and border force authorities due to any medical emergencies or pandemic.

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination and medical documentation required by any relevant authorities. SOBI Consulting will not be responsible for providing any information and accepts no liability for any loss or damage which you may suffer as a result of failure to be aware of health requirements.

3) General / Specific Travel Advice

We strongly recommend that you contact Department of Foreign Affairs & Trade (DFAT) for any specific advice or any latest safety situation about a country or contact their following websites for general advice

www.dfat.gov.au OR www.smartraveller.gov.au.

It is important that you register with DFAT prior to your departure for any consular assistance for any emergencies.

4) Travel Insurance

It is a condition for booking with us that you take out an insurance cover at the time of or prior to making your booking. It is the responsibility of the passenger to ensure that the insurance cover they purchase is suitable and adequate for their specific needs and underlying medical conditions.

Please note that you would have a direct contractual relation with the insurer. You shall directly submit claims to your Insurance Company. The Insurance Company shall directly pay the entitlement amounts to you and any disputes in regard to rejection of claim or adequacy of settlement amount shall be settled by you directly with the Insurance Company. Please contact our consultant if you require any assistance in sourcing or coordinating your travel insurance needs with relevant service providers.

5) Frequent Flyer

It is important that you provide your frequent flyer membership details at the time of submitting your booking with SOBI Consulting. It's your responsibility to maintain the membership requirements with relevant airlines and other participating organisations and understand the criteria adopted by those parties to provide any points. SOBI Consulting cannot make any assurances that the points will be credited for your booking.

6) Airlines and Cruise Lines

Please see below the guidelines.

- Airlines/cruise lines are third party providers and impose different terms and conditions to the ones imposed by us. Client should read their T & C's before finalising travel bookings.
- There are numerous rules and regulations in relation to advance purchase and other discounted airfares which involve substantial cancellation or amendment fees and may be no refund on cancellations or amendments.
- Client's responsibility to re-confirm outbound and inbound flights and times.
- SOBI Consulting is not responsible for amended flight timings or other charges.

7) Other Service Providers

- We act as an agent and sell products on behalf of accommodation, transport and service other providers such as airlines, rail, coach and cruise line operators.
- We are not a travel provider and, whilst we exercise care, we have no control over or liability for the services provided by the third parties.
- All bookings are subject to the provider's T & C's including conditions of carriage and limits on liability. You should read them before finalizing transaction.
- We can provide their T & C's if you ask and we will give a link to their T & C's / or actually provide them
- Our service is to arrange and co-ordinate the services offered by third party services providers. We arrange a contractual relationship between you and the provider.
- We cannot guarantee the performance of the service providers.
- Any brochures are not ours but are supplied by the service providers and we accept no liability for errors in that material.

8) Service fees

In consideration for providing the Services, the following are some of the key conditions.

- Generally, price is only guaranteed once paid for in full.
- Quoted prices subject to change.
- Even if paid in full, price may change by reason of matters outside our control.
- Cancelled bookings may incur cancellation fees that may be up to one hundred percent of the cost of the booking.
- Some tickets may be non-refundable or transferrable.
- Supplier fees may apply where a booking is changed. If we incur a fee for booking you change or cancel, you are responsible.
- Any refund for cancelled booking will not be paid until supplier provides any refund.
- Required to pay deposit when booking – we will advise of amount of deposit.
- Some airfares or services must be paid in full at the time of booking.
- Deposit are non-refundable.
- Final payment must be made no later than six (6) weeks prior to departure or booking may be cancelled and deposit lost.
- Credit card surcharge will be applicable and vary depends on the type of card used.
- Delay for cheque clearance between different financial institutions may affect in crediting your outstanding account by due dates.
- Cancellation fees for domestic / international travel may vary.
- Local taxes will be applied in accordance to the local regulations.
- Changes to reservations, may not be possible and or may incur additional fees.

9) Taxes

The local taxation regime in each country and their states / territories may differ and in certain countries more than one tax may be applied for the services. Government tax, airport charges, fuel surcharges are current at the time of booking but are subject to change without notice. Airport and departure taxes are not included in the airfare, OR included within the Government taxes or airport charges. Additional departure taxes, special security levies may be applicable at some airports and payable in local currency at the time of departure

10) Deposits – Christian and Leisure Tours

A Non-Refundable payment of A\$ 250 per person is required immediately at the time of confirming the booking in order to secure a place. In case of change of mind or cancelation, this fee will not be refunded to you. Payment after making the Non-Refundable deposit for your tour package, the balance full payment is required 90 days prior to departure. For late bookings where departure is less than 6 weeks, we require the payment in full.

11) Payment Options

Our preferred mode of payment option is EFT from your nominated bank account to ours. Please inform SOBI Consulting once the payment is made, An official receipt and update on outstanding status of your invoice will be forwarded to you once the payments are cleared through our bank.

Please contact SOBI Consulting if you wish to make payments via credits cards and this option may cost additional surcharges.

12) Service Guarantees & Assurances

Our bookings and advisory services come with a guarantee in accordance with the Australian Consumer Law that:

- they will be provided with due care and skill;
- they will be reasonably fit for the specified purpose;
- they can reasonably be expected to achieve the desired result; and
- they will be provided within a reasonable time.

We also assure that you will be able to communicate with us via e-mails and phone calls to inquire any queries and or escalate service delivery issues at any time. Our consultants are committed to contact you within 24 hours.

In the event If we fail to meet any of these guarantees and assurances, you may have rights under the Australian Consumer Law to make a complaint.

13) Briefing / Information Sessions

SOBI Consulting will organise information / briefing sessions at least one week before your proposed departure dates to provide comprehensive briefing about your tour and additional safety, security and updates on ground realities of your destinations. In the event if you are unable to attend the face to face sessions then you will be invited to join the session via an online mode of communication. We strongly recommend you attend these sessions to prepare and plan ahead for your travel.

In addition, we will also include you in our Whatsapp group specially set up for each tour group to provide regular and timely updates until the tour is complete.

14) Voluntary Cancellations & Refunds

The following penalties apply if you voluntarily change or cancel any bookings, upon your request if the cancellation is activated;

- a) 60 days or more from travel date – we will return your funds net of non-refundable deposit of \$250/-
- b) 59 to 45 days to the departure date – 25% penalty
- c) 44 to 31 days to the departure date – 50% penalty
- d) 30 days or less – 100% penalty

Please note a refund process especially when you request closer to the travel dates make take minimum 10 to 16 weeks to recover the funds from airlines and various other overseas service providers. The amount net of any applicable penalties will be remitted to your nominated bank account with the notification to your nominated e-mail address.

15) Limits & Liability

Subject to Australian Consumer Law, we are not liable when we act as an agent for, and sell various travel related products as an agent on behalf of, numerous suppliers such as tour operators, Hotels, resorts and service providers, such as airlines, coach, rail and cruise line operators, as well as wholesale travel agents. Any services we provide to you are collateral to that agency relationship.

Our obligation to you is to (and you expressly authorize us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties.

All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request.

Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent 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.

It is important that you have adequate travel insurance in place to cover any risks as outlined in our terms # 4 as above.

16) Governing Laws

If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts. Refer to Privacy Policy for more information

These Terms are governed by the laws of Victoria, and the parties submit to the jurisdiction of the Courts of Victoria and relevant Federal / Commonwealth courts competent to hear appeals from them.

The failure of SOBI Consulting to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of SOBI Consulting. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible (by reading it down, rather than severing it to the extent possible) and the other provisions of these Terms will remain in full force and effect.

17) Privacy

Please refer SOBI Consulting's [Privacy Policy](#) published on our website for information and notices concerning SOBI Consulting's collection and use of your personal information. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and your consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy

18) Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements in relation to the Services we provide.

We have published two separate forms that you may use to provide your **feedback** whether **complement** or **complaint** about our services.

Alternatively, you may submit feedback by emailing us at info@SOBIconsulting.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of SOBI Consulting.

19) Data Backup

SOBI Consulting performs regular backups on all servers to ensure critical files are never lost. However, SOBI Consulting is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups. Please always backup your own data.

20) Data Security

SOBI Consulting will maintain appropriate technical and organisational measures to protect the security of your personal information. SOBI Consulting does not guarantee that unauthorised third parties will never be able to defeat those measures to access your personal information for improper purposes. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of privacy, confidential information and personal information. Accordingly, any personal information that is transmitted by you is transmitted solely at your risk.

Our Consultants and Operators may create Listings. To this end, you will be asked a variety of questions about the Group Tour to be listed, including, but not limited to, the location, capacity, itinerary, features, availability of the Group Tour and pricing and related rules and financial terms. Listings will be made publicly available via the Services. Other Members will be able to book your Group Tour via the Services based upon the information provided in your listings.

21) Hyperlinks to 3rd Party sites

The Services may contain links to third-party websites or resources, including without limitation links which will enable you to book flights and insurance. You acknowledge and agree that SOBI Consulting is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by SOBI Consulting of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources. Without limitation to the above, despite any website (including an application) which you may use to book flights or insurance featuring the name SOBI Consulting (including in the URL of the website), SOBI Consulting does not provide any flight booking or insurance services. Any such flight bookings and insurance purchases are made through the entity noted in the terms of use (or similar) featured on the relevant site. SOBI Consulting is not a party to, and has no involvement in such bookings / purchases, and recommends that you familiarise yourself with the terms of use (or similar) featured on such websites (if any). SOBI Consulting may receive a commission from a third party service provider in respect of flights booked or insurances purchased by you in this manner however that does not create any legal relationship between SOBI Consulting and you.

22) Force Majeure

SOBI Consulting is not responsible for any cancellation of services and or the entire tour due to events beyond our control such as natural disasters and weather events, war, and health-related events / pandemic. We will work closely with you and our partners / 3rd party providers to come up with a reasonable solution to address case by case to get refunds and or rescheduling the services mutually agreed by all parties.

23) Your responsibilities

It is important that you meet the following requirements before making the booking;

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties warrant that you have their authority to do so and have conveyed these terms and conditions to them.
- You agree to indemnify us and the Supplier against any claims from third parties who have not in fact been properly informed.
- You have read the terms and conditions of any applicable Suppliers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for contacting the airline at least 72 hours prior to travel to reconfirm your booking.
- You warrant and acknowledge that you have accessed the Smarttraveller website for any specific information in relation to your intended destination.
- You accept that Passport / visa and other required identification documents are your responsibility.

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