

# Online Travel Agent (OTA) Booking Policy – Terms and Conditions

These Terms and Conditions apply to all bookings made with Zig Zag Railway by Online Travel Agents (OTAs), including bookings made via API integration or third-party booking platforms.

These Terms and Conditions govern the relationship between Zig Zag Railway and the Online Travel Agent and are to be read in conjunction with the Zig Zag Railway General Terms and Conditions.

The Online Travel Agent's platform terms apply to the end customer.

## 1. Scope and Relationship

- The Online Travel Agent acts as a reseller of Zig Zag Railway products to end customers.
- Zig Zag Railway does not contract directly with the end customer for OTA bookings.
- These Terms and Conditions apply between Zig Zag Railway and the Online Travel Agent only.

## 2. Booking Method and System Governance

- OTA bookings may be made via API integration, channel manager, or other approved system connection.
- Where bookings are made via API integration, the configuration of the booking system governs availability, pricing, inclusions, cancellation rules, and cut-off times.
- Manual overrides, exceptions, or retrospective amendments do not apply unless expressly agreed in writing by Zig Zag Railway.

The booking system is the single source of truth for OTA bookings.

## 3. Payment and Settlement

- Pre-purchased trade credit arrangements do not apply to Online Travel Agents unless expressly agreed in writing.
- Payments, commissions, and settlements are processed in accordance with the agreed OTA platform supplier agreement.
- Zig Zag Railway is not responsible for delays, withholding, or adjustments made by the OTA platform.

## 4. Cancellations, Refunds and Amendments

- Cancellation and refund eligibility for OTA bookings is governed by the cancellation policy selected and enforced within the OTA platform and booking system at the time of booking.
- Zig Zag Railway is not responsible for refunds, credits, or compensation offered by an Online Travel Agent outside the agreed platform policy.
- Any goodwill refunds, discretionary refunds, or customer appeasement gestures offered by the OTA beyond the agreed policy remain the responsibility of the Online Travel Agent.

## 5. Change of Motive Power

Zig Zag Railway endeavours, wherever possible, to operate services using steam locomotives. However, due to operational requirements, safety considerations, mechanical availability, weather conditions, fire danger ratings, or other factors beyond reasonable control, Zig Zag Railway

reserves the right to substitute motive power with a heritage diesel locomotive at any time, including without prior notice.

- A change of motive power does not constitute a cancellation of service.
- No refunds, credits, or compensation will be provided due to a change of motive power.
- Online Travel Agents must not represent steam locomotive operation as guaranteed in listings, descriptions, or marketing material.

This clause is to be read in conjunction with the Zig Zag Railway General Terms and Conditions.

## 6. Pricing, Rate Parity and Content Standards

- Online Travel Agents must comply with agreed rate parity and pricing arrangements.
- Products must not be advertised or sold below approved rates without prior written consent from Zig Zag Railway.
- All product descriptions, images, translations, and inclusions must accurately reflect the experience and must not misrepresent services, motive power, or inclusions.

Zig Zag Railway reserves the right to suspend or terminate availability where pricing or content standards are breached.

## 7. Chargebacks, Disputes and Claims

- Zig Zag Railway is not responsible for chargebacks, payment disputes, or customer claims initiated by the Online Travel Agent or end customers where bookings were correctly processed in accordance with the agreed system rules and policies.
- Any chargebacks or disputes arising from inaccurate representation, platform errors, or customer communications by the Online Travel Agent remain the responsibility of the Online Travel Agent.

## 8. Indemnity

The Online Travel Agent agrees to indemnify Zig Zag Railway, its officers, employees, agents, and volunteers against any loss, damage, liability, or expense arising from:

- Misrepresentation of Zig Zag Railway products or services
- Breach of platform terms by the Online Travel Agent
- Inaccurate or misleading listings, translations, or marketing content
- Refunds, credits, or compensation offered outside agreed policies

## 9. Suspension or Termination

Zig Zag Railway reserves the right to suspend or terminate OTA access, availability, or API integration where:

- These Terms and Conditions are breached
- Pricing or rate parity requirements are not met
- Content standards are not adhered to
- Continued operation presents an operational, safety, or reputational risk

## 10. General

- These Terms and Conditions may be updated from time to time.
- Continued sale of Zig Zag Railway products by the Online Travel Agent constitutes acceptance of the current Terms and Conditions.
- These Terms and Conditions apply except where otherwise required under Australian Consumer Law.