

Consolidated Travel Credit Application Form



To Be Completed By Applicants

Please complete all sections and read the Terms and Conditions of Trade overleaf.

Business Details

Legal Name	Established	
Trading As	GST Registered	
ACN	ABN	
Entity	Business Premises	
Bank Name	Branch Name	
Buying / Franchising Group		
Is business run by a trading trust	If yes, Name	
Address	State	Post Code
Phone	Fax	

Travel Agency Details

Travel Agent Licence No / Category	IATA No.
GDS System	PCC
Accounts Contact Name	Email

Contact Details

Physical	Billing	Same as Physical
Address	Address	
State	State	Post Code
Phone	Phone	Fax
Mobile	Mobile	
Email	Email	

Owner/Partner/Director – Person 1

Full Name	
Home Address	
State	Post Code
Phone	DOB
Driver's Licence Number	

Owner/Partner/Director – Person 2

Full Name	
Home Address	
State	Post Code
Phone	DOB
Driver's Licence Number	

Trade Reference 1

Business Name	
Average Monthly Spend \$	
Address	
State	Post Code
Contact Name	Phone

Trade Reference 2

Business Name	
Average Monthly Spend \$	
Address	
State	Post Code
Contact Name	Phone

Declaration

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Consolidated Travel Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Agent I shall be personally liable for the performance of the Agent's obligations under this contract.***

Consolidated Travel Signature

Name:
Position:

Travel Agent Signature

Name:
Position:

Witness to Travel Agent Signature

Name:
Date:

DOB:
ID:

Consolidated Travel Pty Ltd - ABN 60 004 692 791

Melbourne (Head Office)
Level 7, 246 Bourke St
Melbourne VIC 3000

Sydney
Australia Square Tower
Level 28, 264-278 George St
Sydney NSW 2000

Brisbane
Level 8, 243 Edward St
Brisbane QLD 4000

Adelaide
Level 4, West Wing
50 Grenfell St
Adelaide SA 5000

Perth
Level 4, 220 St. Georges Terrace
Perth WA 6000

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F: +61 (0)3 9663 2095
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T: +61 (0)2 9394 1402
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bnesales@consolidatedtravel.com.au

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F: +61 (0)8 8231 1220
adlsales@consolidatedtravel.com.au

T: +61 (0)8 9442 6000
F: +61 (0)8 9486 1930
persales@consolidatedtravel.com.au

Consolidated Travel Pty Ltd – Terms & Conditions of Trade

1. **Definitions**
- 1.1 "Consolidated" means Consolidated Travel Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Consolidated Travel Pty Ltd.
- 1.2 "Agent" means the person/s buying the Tickets as specified in any invoice, document or order, and if there is more than one Agent is a reference to each Agent jointly and severally.
- 1.3 "Tickets" means all Tickets or Services supplied by Consolidated to the Agent at the Agent's request from time to time (where the context so permits the terms "Tickets" or "Services" shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Tickets as agreed between Consolidated and the Agent in accordance with clause 4 below.
2. **Acceptance**
- 2.1 The Agent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Agent places an order for or accepts delivery of the Tickets.
- 2.2 These terms and conditions may only be amended with Consolidated's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Agent and Consolidated.
3. **Change in Control**
- 3.1 The Agent shall give Consolidated not less than fourteen (14) days prior written notice of any proposed change of ownership of the Agent and/or any other change in the Agent's details (including but not limited to, changes in the Agent's name, address, contact phone or fax number/s, or business practice). The Agent shall be liable for any loss incurred by Consolidated as a result of the Agent's failure to comply with this clause.
4. **Price and Payment**
- 4.1 At Consolidated's sole discretion the Price shall be either as indicated on recipient created tax invoices (RCTI) provided by Consolidated to the Agent in respect of Ticket(s) supplied.
- 4.2 Time for payment for the Ticket(s) shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.3 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three and a half percent (3.5%) of the Price), or by direct credit, or by any other method as agreed to between the Agent and Consolidated.
- 4.4 Unless otherwise stated the Price does not include GST. In addition to the Price the Agent must pay to Consolidated an amount equal to any GST Consolidated must pay for any supply by Consolidated under this or any other agreement for the sale of the Tickets. The Agent must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Agent pays the Price. In addition the Agent must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
5. **Recipient Created Tax Invoice (RCTI)**
- 5.1 Consolidated must issue a Recipient Created Tax Invoice (RCI) (as defined within the A New Tax System (Tickets and Services Tax) Act 1999 (GST Act) in respect of the Tickets and Services Tax (GST) payable on commission due to the Agent (including, without limitation commissions, overrides, incentives or any other payments on supplies) in accordance with the GST Act.
- 5.2 The Agent must not issue tax invoices in respect of any commission due to the Agent as referred to in clause 5.1.
- 5.3 The Agent warrants that it is registered for GST and that it will notify Consolidated if it ceases to be registered. Consolidated will not issue a document that would otherwise be an RCTI, on or after the date Consolidated becomes aware that either party is not registered for GST.
- 5.4 Consolidated shall ensure that the RCTI states the ABN provided by the Agent, but it shall be the Agent's responsibility to ensure the ABN number is correct.
6. **Delivery**
- 6.1 Delivery dates or times specified by Consolidated are estimates only and Consolidated shall not be liable for any delay in delivery.
- 6.2 The failure of Consolidated to deliver shall not entitle either party to treat this contract as repudiated.
- 6.3 Consolidated shall not be liable for any loss or damage whatsoever due to failure by Consolidated to deliver the Ticket(s) (or any of them) promptly or at all, where due to circumstances beyond the control of Consolidated.
7. **Risk**
- 7.1 If Consolidated retains ownership of the Ticket(s) nonetheless, all risk for the Ticket(s) passes to the Agent on delivery.
8. **Title**
- 8.1 Consolidated and the Agent agree that ownership of the Ticket(s) remains with Consolidated until:
 - (a) Consolidated has received all amounts owing for the particular Ticket(s); and
 - (b) all other obligations due to Consolidated are met in respect of all contracts between Consolidated and the Agent.
- 8.2 Receipt by Consolidated of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Consolidated's ownership of the Ticket(s) or rights in respect of the Ticket(s) shall continue.
- 8.3 It is further agreed that:
 - (a) where practicable the Ticket(s) shall be kept in the Agent's possession until Consolidated shall have received payment and all other obligations of the Agent are met; and
 - (b) until such time as ownership of the Ticket(s) passes from Consolidated, Consolidated may give notice in writing to the Agent to return the Ticket(s) (or any of them) to Consolidated. Upon such notice the rights of the Agent (or any third party) to obtain ownership or any other interest in the Ticket(s) shall cease; and
 - (c) Consolidated shall have the right of stopping the supply of Ticket(s); and
 - (d) if the Agent fails to return the Ticket(s) to Consolidated then Consolidated, or Consolidated's agent, may enter upon and into land and premises owned, occupied or used by the Agent, or any premises as the invitee of the Agent, where the Ticket(s) are situated and take possession of the Ticket(s); and
 - (e) the Agent is only a bailee of the Ticket(s) and until such time as Consolidated has received payment in full for the Ticket(s) then the Agent shall hold any proceeds from the sale or disposal of the Ticket(s), up to and including the amount the Agent owes to Consolidated for the Ticket(s), on trust for Consolidated; and
 - (f) the Agent shall not deal with the money of Consolidated in any way which may be adverse to Consolidated; and
 - (g) the Agent shall not charge the Ticket(s) in any way nor grant nor otherwise give any interest in the Ticket(s) while they remain the property of Consolidated; and
 - (h) Consolidated can issue proceedings to recover the Price of the Ticket(s) sold notwithstanding that ownership of the Ticket(s) may not have passed.
9. **Personal Property Securities Act 2009 ("PPSA")**
- 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 Upon assenting to these terms and conditions in writing the Agent acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Tickets that have previously been supplied and that will be supplied in the future by Consolidated to the Agent.
- 9.3 The Agent undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Consolidated may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Consolidated for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Tickets charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Consolidated;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Tickets in favour of a third party without the prior written consent of Consolidated;
 - (e) immediately advise Consolidated of any material change in its business practices of selling the Tickets which would result in a change in the nature of proceeds derived from such sales.
- 9.4 Consolidated and the Agent agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.5 The Agent waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Agent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by Consolidated, the Agent waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Agent must unconditionally ratify any actions taken by Consolidated under clauses 9.3 to 9.5.
- 9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
10. **Security and Charge**
- 10.1 In consideration of Consolidated agreeing to supply the Tickets, the Agent charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Agent either now or in the future, to secure the performance by the Agent of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 10.2 The Agent indemnifies Consolidated from and against all Consolidated's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Consolidated's rights under this clause.
- 10.3 The Agent irrevocably appoints Consolidated and each director of Consolidated as the Agent's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Agent's behalf.
11. **Errors and Omissions**
- 11.1 The Agent shall inspect the Ticket(s) on delivery and shall within seven (7) days of delivery (time being of the essence) notify Consolidated of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description. The Agent shall afford Consolidated an opportunity to inspect the Ticket(s) within a reasonable time following delivery if the Agent believes the Ticket(s) are defective in any way. If the Agent shall fail to comply with these provisions, the Ticket(s) shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or error. For defective Ticket(s), which Consolidated has agreed in writing that the Agent is entitled to reject, Consolidated's liability is limited to either (at Consolidated's discretion) replacing the Ticket(s) or rectifying the Ticket(s), except where the Agent has acquired Ticket(s) as a consumer within the meaning of the Competition & Consumers Act 2010 (CCA) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase Price of the Ticket(s), or rectification of the Ticket(s), or replacement of the Ticket(s).
- 11.2 Ticket(s) will not be accepted for return other than in accordance with 11.1 above.
12. **Warranty**
- 12.1 The Agent warrants that they have received the Ticket(s) for the purposes of a business and/or for re-supply in trade and:
 - (a) to the extent permitted by statute, no warranty is given by Consolidated as to the quality or suitability of the Ticket(s) for any purpose and any implied warranty, is expressly excluded. Consolidated shall not be responsible for any loss or damage to the Ticket(s), or caused by the Ticket(s), or any part thereof however arising; and
 - (b) Consolidated shall be under no liability whatsoever to the Agent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Agent arising out of a breach by Consolidated of these terms and conditions; and
 - (c) In the event of any breach of this contract by Consolidated, the remedies of the Agent shall be limited to damages which under no circumstances shall exceed the Price of the Ticket(s).
13. **Credit Card Authority & Liability Acceptance**
- 13.1 The Agent accepts full responsibility for holding its clients' "signature on file" details in its office as set out in clause 12. In the event of a dispute between the airline and/or the credit card company and/or the cardholder, the Agent accepts liability for all costs incurred by Consolidated, should an agency debit memo be issued against them as a result of any of the details required by clause 12 being incorrect. Further, the Agent also agrees to accept liability for all costs incurred by Consolidated should an agency debit memo be issued against it in cases where Consolidated advises that payment is against a credit card and the details are correct, but the cardholder rejects the charges.
14. **Credit Card Policy**
- 14.1 The Agent must ensure they keep a record of the cardholder's signature for each credit card sale. In the event charges are disputed by the cardholder, Consolidated cannot prove the charge unless there is a signature on file that can be relied upon. The Agent is responsible for retaining proper and accurate documentation, and any liability arising from the Agent's failure to do so shall be the Agent's responsibility.
- 14.2 An approval code provided with the booking is not a guarantee that the charges will be officially approved. This approval code only ensures that the credit card number is valid and there are available funds on the card.
- 14.3 In the event the Agent provides a credit card number in a Ticket(s) request that is incorrect, it usually takes several weeks, or sometimes several months, before the error is detected. Equally, such error can take several months to resolve. This creates a possible risk that the cardholder's account has been closed by the time the debit is processed, which shall result in an agency debit memo that cannot be reversed. Such agency debit memo must be paid by the Agent.
- 14.4 The Agent shall not accept any credit card sales from requests made from overseas, where the cardholder is not the passenger, unless the cardholder and the passenger are known to the Agent. Any such bookings are at the Agent's own risk and any losses arising there from shall be the Agent's responsibility.
- 14.5 Where the cardholder is not the passenger, the Agent must keep proper and accurate documentation to prove the charges (including, but not limited to a credit card charge form signed by the cardholder, where the signature has been checked against the card). Any loss arising out of failure on the part of the Agent to keep such documentation (including, but not limited to, telephone sales) shall be borne by the Agent.
15. **Default and Consequences of Default**
- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Consolidated's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Agent owes Consolidated any money the Agent shall indemnify Consolidated from and against all costs and disbursements incurred by Consolidated in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Consolidated's collection agency costs, and bank dishonour fees).
- 15.3 Without prejudice to any other remedies Consolidated may have, if at any time the Agent is in breach of any obligation (including those relating to payment) under these terms and conditions Consolidated may suspend or terminate the supply of Tickets to the Agent. Consolidated will not be liable to the Agent for any loss or damage the Agent suffers because Consolidated has exercised its rights under this clause.
- 15.4 Without prejudice to Consolidated's other remedies at law Consolidated shall be entitled to cancel all or any part of any order of the Agent which remains unfulfilled and all amounts owing to Consolidated shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Consolidated becomes overdue, or in Consolidated's opinion the Agent will be unable to make a payment when it falls due;
 - (b) the Agent becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Agent or any asset of the Agent.
16. **Cancellation**
- 16.1 Consolidated may cancel any contract to which these terms and conditions apply or cancel delivery of Ticket(s) at any time before the Ticket(s) are delivered by giving written notice to the Agent. On giving such notice Consolidated shall repay to the Agent any sums paid in respect of the Price. Consolidated shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.2 In the event that the Agent cancels delivery of Ticket(s) (including, but not limited to, cancellation due to circumstances beyond the control of the Agent), the Agent shall be liable for a cancellation fee and any loss incurred by Consolidated (including, but not limited to, any loss of profits) up to the time of cancellation.
- 16.3 Consolidated shall be entitled to set off against, deduct from, or withhold, any refund granted to the Agent, any sums owed to Consolidated as per clause 16.2.
17. **Privacy Act 1988**
- 17.1 The Agent agrees for Consolidated to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Agent in relation to credit provided by Consolidated.
- 17.2 The Agent agrees that Consolidated may exchange information about the Agent with those credit providers and with related body corporates for the following purposes:
 - (a) to assess an application by the Agent; and/or
 - (b) to notify other credit providers of a default by the Agent; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Agent is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Agent including the Agent's repayment history in the preceding two years.
- 17.3 The Agent consents to Consolidated being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Agent agrees that personal credit information provided may be used and retained by Consolidated for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Tickets; and/or
 - (b) analysing, verifying and/or checking the Agent's credit, payment and/or status in relation to the provision of Tickets; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Agent; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Tickets.
- 17.5 Consolidated may give information about the Agent to a CRB for the following purposes:
 - (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Agent including credit history.
- 17.6 The information given to the CRB may include:
 - (a) personal information as outlined in 17.1 above;
 - (b) name of the credit provider and that Consolidated is a current credit provider to the Agent;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Agent's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Agent no longer has any overdue accounts and Consolidated has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Consolidated, the Agent has committed a serious credit infringement;
 - (h) advice that the amount of the Agent's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 17.7 The Agent shall have the right to request (by e-mail) from Consolidated:
 - (a) a copy of the information about the Agent retained by Consolidated and the right to request that Consolidated correct any incorrect information; and
 - (b) that Consolidated does not disclose any personal information about the Agent for the purpose of direct marketing.
- 17.8 Consolidated will destroy personal information upon the Agent's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 17.9 The Agent can make a privacy complaint by contacting Consolidated via e-mail. Consolidated will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Agent is not satisfied with the resolution provided, the Agent can make a complaint to the Information Commissioner at www.oaic.gov.au.
18. **General**
- 18.1 The failure by Consolidated to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Consolidated's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria in which Consolidated has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 18.3 Subject to clause 11 Consolidated shall be under no liability whatsoever to the Agent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Agent arising out of a breach by Consolidated of these terms and conditions (alternatively Consolidated's liability shall be limited to damages which under no circumstances shall exceed the Price of the Tickets).
- 18.4 The Agent shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Agent by Consolidated nor to withhold payment of any invoice because part of that invoice is in dispute.
- 18.5 Consolidated may license or sub-contract all or any part of its rights and obligations without the Agent's consent.
- 18.6 The Agent agrees that Consolidated may amend these terms and conditions at any time. If Consolidated makes a change to these terms and conditions, then that change will take effect from the date on which Consolidated notifies the Agent of such change. The Agent will be taken to have accepted such changes if the Agent makes a further request for Consolidated to provide Tickets to the Agent.
- 18.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 18.8 The Agent warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Personal/Director's Guarantee and Indemnity

IN CONSIDERATION of Consolidated Travel Pty Ltd and its successors and assigns ("Consolidated") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Agent") **[Insert Company Name In Box Provided]**

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to Consolidated of all moneys which are now owing to Consolidated by the Agent and all further sums of money from time to time owing to Consolidated by the Agent in respect of goods and services supplied or to be supplied by Consolidated to the Agent or any other liability of the Agent to Consolidated, and the due observance and performance by the Agent of all its obligations contained or implied in any contract with Consolidated, including but not limited to the Terms & Conditions of Trade signed by the Agent and annexed to this Guarantee and Indemnity. If for any reason the Agent does not pay any amount owing to Consolidated the Guarantor will immediately on demand pay the relevant amount to Consolidated. In consideration of Consolidated agreeing to supply the Goods to the Agent, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Consolidated registering any interest so charged. The Guarantor irrevocably appoints Consolidated and each director of Consolidated as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Consolidated may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Consolidated on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Consolidated in connection with:
 - the supply of goods and/or services to the Agent; or
 - the recovery of moneys owing to Consolidated by the Agent including the enforcement of this Guarantee and Indemnity, and including but not limited to Consolidated's nominee's costs of collection and legal costs; or
 - moneys paid by Consolidated with the Agent's consent in settlement of a dispute that arises or results from a dispute between, Consolidated, the Agent, and a third party or any combination thereof, over the supply of goods and/or services by Consolidated to the Agent.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood Consolidated's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Consolidated by the Agent and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Consolidated's part (whether in respect of the Agent or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Agent's obligations to Consolidated, each Guarantor shall be a principal debtor and liable to Consolidated accordingly.
- If any payment received or recovered by Consolidated is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Consolidated shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Agent to Consolidated.**
- I/we irrevocably authorise Consolidated to obtain from any person or company any information which Consolidated may require for credit reference purposes. I/We further irrevocably authorise Consolidated to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Consolidated as a result of this Guarantee and Indemnity being actioned by Consolidated.
- The above information is to be used by Consolidated for all purposes in connection with Consolidated considering this Guarantee and Indemnity and the subsequent enforcement of the same.

Guarantor 1

Guarantor Signature

Name:

Present address:

Executed as a deed this day of 20

Witness Signature

Name:

Occupation:

Present Address:

Guarantor 2

Guarantor Signature

Name:

Present address:

Executed as a deed this day of 20

Witness Signature

Name:

Occupation:

Present Address:

- Note: 1. If the Agent is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Agent is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

**Warning: This is an important document.
You should consult with your own lawyer or advisor before signing.**

Consolidated Travel Pty Ltd – Terms & Conditions of Trade

- 1. Definitions**
- 1.1 "Consolidated" means Consolidated Travel Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Consolidated Travel Pty Ltd.
- 1.2 "Agent" means the person/s buying the Tickets as specified in any invoice, document or order, and if there is more than one Agent is a reference to each Agent jointly and severally.
- 1.3 "Tickets" means all Tickets or Services supplied by Consolidated to the Agent at the Agent's request from time to time (where the context so permits the terms "Tickets" or "Services" shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Tickets as agreed between Consolidated and the Agent in accordance with clause 4 below.
- 2. Acceptance**
- 2.1 The Agent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Agent places an order for or accepts delivery of the Tickets.
- 2.2 These terms and conditions may only be amended with Consolidated's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Agent and Consolidated.
- 3. Change in Control**
- 3.1 The Agent shall give Consolidated not less than fourteen (14) days prior written notice of any proposed change of ownership of the Agent and/or any other change in the Agent's details (including but not limited to, changes in the Agent's name, address, contact phone or fax number/s, or business practice). The Agent shall be liable for any loss incurred by Consolidated as a result of the Agent's failure to comply with this clause.
- 4. Price and Payment**
- 4.1 At Consolidated's sole discretion the Price shall be either as indicated on recipient created tax invoices (RCTI) provided by Consolidated to the Agent in respect of Ticket(s) supplied.
- 4.2 Time for payment for the Ticket(s) shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.3 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three and a half percent (3.5%) of the Price), or by direct credit, or by any other method as agreed to between the Agent and Consolidated.
- 4.4 Unless otherwise stated the Price does not include GST. In addition to the Price the Agent must pay to Consolidated an amount equal to any GST Consolidated must pay for any supply by Consolidated under this or any other agreement for the sale of the Tickets. The Agent must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Agent pays the Price. In addition the Agent must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 5. Recipient Created Tax Invoice (RCTI)**
- 5.1 Consolidated must issue a Recipient Created Tax Invoice (RCTI) (as defined within the A New Tax System (Tickets and Services Tax) Act 1999' (GST Act) in respect of the Tickets and Services Tax (GST) payable on commission due to the Agent (including, without limitation commissions, overrides, incentives or any other payments on supplies) in accordance with the GST Act.
- 5.2 The Agent must not issue tax invoices in respect of any commission due to the Agent as referred to in clause 5.1.
- 5.3 The Agent warrants that it is registered for GST and that it will notify Consolidated if it ceases to be registered. Consolidated will not issue a document that would otherwise be an RCTI, on or after the date Consolidated becomes aware that either party is not registered for GST.
- 5.4 Consolidated shall ensure that the RCTI states the ABN provided by the Agent, but it shall be the Agent's responsibility to ensure the ABN number is correct.
- 6. Delivery**
- 6.1 Delivery dates or times specified by Consolidated are estimates only and Consolidated shall not be liable for any delay in delivery.
- 6.2 The failure of Consolidated to deliver shall not entitle either party to treat this contract as repudiated.
- 6.3 Consolidated shall not be liable for any loss or damage whatsoever due to failure by Consolidated to deliver the Ticket(s) (or any of them) promptly or at all, where due to circumstances beyond the control of Consolidated.
- 7. Risk**
- 7.1 If Consolidated retains ownership of the Ticket(s) nonetheless, all risk for the Ticket(s) passes to the Agent on delivery.
- 8. Title**
- 8.1 Consolidated and the Agent agree that ownership of the Ticket(s) remains with Consolidated until:
- (a) Consolidated has received all amounts owing for the particular Ticket(s); and
- (b) all other obligations due to Consolidated are met in respect of all contracts between Consolidated and the Agent.
- 8.2 Receipt by Consolidated of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Consolidated's ownership of the Ticket(s) or rights in respect of the Ticket(s) shall continue.
- 8.3 It is further agreed that:
- (a) where practicable the Ticket(s) shall be kept in the Agent's possession until Consolidated shall have received payment and all other obligations of the Agent are met; and
- (b) until such time as ownership of the Ticket(s) passes from Consolidated, Consolidated may give notice in writing to the Agent to return the Ticket(s) (or any of them) to Consolidated. Upon such notice the rights of the Agent (or any third party) to obtain ownership or any other interest in the Ticket(s) shall cease; and
- (c) Consolidated shall have the right of stopping the supply of Ticket(s); and
- (d) if the Agent fails to return the Ticket(s) to Consolidated then Consolidated, or Consolidated's agent, may enter upon and into land and premises owned, occupied or used by the Agent, or any premises as the invitee of the Agent, where the Ticket(s) are situated and take possession of the Ticket(s); and
- (e) the Agent is only a bailee of the Ticket(s) and until such time as Consolidated has received payment in full for the Ticket(s) then the Agent shall hold any proceeds from the sale or disposal of the Ticket(s), up to and including the amount the Agent owes to Consolidated for the Ticket(s), on trust for Consolidated; and
- (f) the Agent shall not deal with the money of Consolidated in any way which may be adverse to Consolidated; and
- (g) the Agent shall not charge the Ticket(s) in any way nor grant nor otherwise give any interest in the Ticket(s) while they remain the property of Consolidated; and
- (h) Consolidated can issue proceedings to recover the Price of the Ticket(s) sold notwithstanding that ownership of the Ticket(s) may not have passed.
- 9. Personal Property Securities Act 2009 ("PPSA")**
- 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 Upon assenting to these terms and conditions in writing the Agent acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Tickets that have previously been supplied and that will be supplied in the future by Consolidated to the Agent.
- 9.3 The Agent undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Consolidated may reasonably require to;
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 9.39.3(a)(i) or 9.39.3(a)(ii);
- (b) indemnify, and upon demand reimburse, Consolidated for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Tickets charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of Consolidated;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Tickets in favour of a third party without the prior written consent of Consolidated;
- (e) immediately advise Consolidated of any material change in its business practices of selling the Tickets which would result in a change in the nature of proceeds derived from such sales.
- 9.4 Consolidated and the Agent agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.5 The Agent waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Agent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by Consolidated, the Agent waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Agent must unconditionally ratify any actions taken by Consolidated under clauses 9.3 to 9.5.
- 9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 10. Security and Charge**
- 10.1 In consideration of Consolidated agreeing to supply the Tickets, the Agent charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Agent either now or in the future, to secure the performance by the Agent of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 10.2 The Agent indemnifies Consolidated from and against all Consolidated's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Consolidated's rights under this clause.
- 10.3 The Agent irrevocably appoints Consolidated and each director of Consolidated as the Agent's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Agent's behalf.
- 11. Errors and Omissions**
- 11.1 The Agent shall inspect the Ticket(s) on delivery and shall within seven (7) days of delivery (time being of the essence) notify Consolidated of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description. The Agent shall afford Consolidated an opportunity to inspect the Ticket(s) within a reasonable time following delivery if the Agent believes the Ticket(s) are defective in any way. If the Agent shall fail to comply with these provisions, the Ticket(s) shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or error. For defective Ticket(s), which Consolidated has agreed in writing that the Agent is entitled to reject, Consolidated's liability is limited to either (at Consolidated's discretion) replacing the Ticket(s) or rectifying the Ticket(s), except where the Agent has acquired Ticket(s) as a consumer within the meaning of the Competition & Consumers Act 2010 (CCA) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase Price of the Ticket(s), or rectification of the Ticket(s), or replacement of the Ticket(s).
- 11.2 Ticket(s) will not be accepted for return other than in accordance with 11.1 above.
- 12. Warranty**
- 12.1 The Agent warrants that they have received the Ticket(s) for the purposes of a business and/or for re-supply in trade and:
- (a) to the extent permitted by statute, no warranty is given by Consolidated as to the quality or suitability of the Ticket(s) for any purpose and any implied warranty, is expressly excluded. Consolidated shall not be responsible for any loss or damage to the Ticket(s), or caused by the Ticket(s), or any part thereof however arising; and
- (b) Consolidated shall be under no liability whatsoever to the Agent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Agent arising out of a breach by Consolidated of these terms and conditions; and
- (c) In the event of any breach of this contract by Consolidated, the remedies of the Agent shall be limited to damages which under no circumstances shall exceed the Price of the Ticket(s).
- 13. Credit Card Authority & Liability Acceptance**
- 13.1 The Agent accepts full responsibility for holding its clients' "signature on file" details in its office as set out in clause 12. In the event of a dispute between the airline and/or the credit card company and/or the cardholder, the Agent accepts liability for all costs incurred by Consolidated, should an agency debit memo be issued against them as a result of any of the details required by clause 12 being incorrect. Further, the Agent also agrees to accept liability for all costs incurred by Consolidated should an agency debit memo be issued against it in cases where Consolidated advises that payment is against a credit card and the details are correct, but the cardholder rejects the charges.
- 14. Credit Card Policy**
- 14.1 The Agent must ensure they keep a record of the cardholder's signature for each credit card sale. In the event charges are disputed by the cardholder, Consolidated cannot prove the charge unless there is a signature on file that can be relied upon. The Agent is responsible for retaining proper and accurate documentation, and any liability arising from the Agent's failure to do so shall be the Agent's responsibility.
- 14.2 An approval code provided with the booking is not a guarantee that the charges will be officially approved. This approval code only ensures that the credit card number is valid and there are available funds on the card.
- 14.3 In the event the Agent provides a credit card number in a Ticket(s) request that is incorrect, it usually takes several weeks, or sometimes several months, before the error is detected. Equally, such error can take several months to resolve. This creates a possible risk that the cardholder's account has been closed by the time the debit is processed, which shall result in an agency debit memo that cannot be reversed. Such agency debit memo must be paid by the Agent.
- 14.4 The Agent shall not accept any credit card sales from requests made from overseas, where the cardholder is not the passenger, unless the cardholder and the passenger are known to the Agent. Any such bookings are at the Agent's own risk and any losses arising there from shall be the Agent's responsibility.
- 14.5 Where the cardholder is not the passenger, the Agent must keep proper and accurate documentation to prove the charges (including, but not limited to a credit card charge form signed by the cardholder, where the signature has been checked against the card). Any loss arising out of failure on the part of the Agent to keep such documentation (including, but not limited to, telephone sales) shall be borne by the Agent.
- 15. Default and Consequences of Default**
- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Consolidated's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Agent owes Consolidated any money the Agent shall indemnify Consolidated from and against all costs and disbursements incurred by Consolidated in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Consolidated's collection agency costs, and bank disbursement fees).
- 15.3 Without prejudice to any other remedies Consolidated may have, if at any time the Agent is in breach of any obligation (including those relating to payment) under
- these terms and conditions Consolidated may suspend or terminate the supply of Tickets to the Agent. Consolidated will not be liable to the Agent for any loss or damage the Agent suffers because Consolidated has exercised its rights under this clause.
- 15.4 Without prejudice to Consolidated's other remedies at law Consolidated shall be entitled to cancel all or any part of any order of the Agent which remains unfulfilled and all amounts owing to Consolidated shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Consolidated becomes overdue, or in Consolidated's opinion the Agent will be unable to make a payment when it falls due;
- (b) the Agent becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Agent or any asset of the Agent.
- 16. Cancellation**
- 16.1 Consolidated may cancel any contract to which these terms and conditions apply or cancel delivery of Ticket(s) at any time before the Ticket(s) are delivered by giving written notice to the Agent. On giving such notice Consolidated shall repay to the Agent any sums paid in respect of the Price. Consolidated shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.2 In the event that the Agent cancels delivery of Ticket(s) (including, but not limited to, cancellation due to circumstances beyond the control of the Agent), the Agent shall be liable for a cancellation fee and any loss incurred by Consolidated (including, but not limited to, any loss of profits) up to the time of cancellation.
- 16.3 Consolidated shall be entitled to set off against, deduct from, or withhold, any refund granted to the Agent, any sums owed to Consolidated as per clause 16.2.
- 17. Privacy Act 1988**
- 17.1 The Agent agrees for Consolidated to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Agent in relation to credit provided by Consolidated.
- 17.2 The Agent agrees that Consolidated may exchange information about the Agent with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Agent; and/or
- (b) to notify other credit providers of a default by the Agent; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Agent is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Agent including the Agent's repayment history in the preceding two years.
- 17.3 The Agent consents to Consolidated being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Agent agrees that personal credit information provided may be used and retained by Consolidated for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Tickets; and/or
- (b) analysing, verifying and/or checking the Agent's credit, payment and/or status in relation to the provision of Tickets; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Agent; and/or
- (d) enabling the collection of amounts outstanding in relation to the Tickets.
- 17.5 Consolidated may give information about the Agent to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Agent including credit history.
- 17.6 The information given to the CRB may include:
- (a) personal information as outlined in 17.1 above;
- (b) name of the credit provider and that Consolidated is a current credit provider to the Agent;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Agent's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Agent no longer has any overdue accounts and Consolidated has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of Consolidated, the Agent has committed a serious credit infringement;
- (h) advice that the amount of the Agent's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 17.7 The Agent shall have the right to request (by e-mail) from Consolidated:
- (a) a copy of the information about the Agent retained by Consolidated and the right to request that Consolidated correct any incorrect information; and
- (b) that Consolidated does not disclose any personal information about the Agent for the purpose of direct marketing.
- 17.8 Consolidated will destroy personal information upon the Agent's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 17.9 The Agent can make a privacy complaint by contacting Consolidated via e-mail. Consolidated will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Agent is not satisfied with the resolution provided, the Agent can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 18. General**
- 18.1 The failure by Consolidated to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Consolidated's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria in which Consolidated has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 18.3 Subject to clause 11 Consolidated shall be under no liability whatsoever to the Agent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Agent arising out of a breach by Consolidated of these terms and conditions (alternatively Consolidated's liability shall be limited to damages which under no circumstances shall exceed the Price of the Tickets).
- 18.4 The Agent shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Agent by Consolidated nor to withhold payment of any invoice because part of that invoice is in dispute.
- 18.5 Consolidated may license or sub-contract all or any part of its rights and obligations without the Agent's consent.
- 18.6 The Agent agrees that Consolidated may amend these terms and conditions at any time. If Consolidated makes a change to these terms and conditions, then that change will take effect from the date on which Consolidated notifies the Agent of such change. The Agent will be taken to have accepted such changes if the Agent makes a further request for Consolidated to provide Tickets to the Agent.
- 18.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 18.8 The Agent warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.