

To Be Completed By Authorised Manager

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

* Denotes mandatory information.

Travel Agency Details

Trading Name*	<input type="text"/>	ATAS Number	<input type="text"/>
ABN	<input type="text"/>	ACN	<input type="text"/>
		GST Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Company Name	<input type="text"/>		No. of Employees
IATA No.	<input type="text"/>	TIDS No.	<input type="text"/>
		GDS System*	<input type="text"/>
Website	<input type="text"/>		PCC/OID*
			<input type="text"/>
How did you hear about us?	<input type="text"/>		Buying / Franchising Group
			<input type="text"/>

Contact Details

Physical

Address*	<input type="text"/>		
Suburb*	<input type="text"/>	Post Code	<input type="text"/>
State	<input type="text"/>	Country	<input type="text"/>
Phone*	<input type="text"/>	Mobile*	<input type="text"/>
Agency Email*	<input type="text"/>		

Billing (if different to Physical address)

Address	<input type="text"/>		
Suburb	<input type="text"/>	Post Code	<input type="text"/>
State	<input type="text"/>	Country	<input type="text"/>

Agency Owner's Contact

Full Name*	<input type="text"/>		
Mobile*	<input type="text"/>	Phone	<input type="text"/>
Email*	<input type="text"/>		

Account Contact Name - Accounts

Full Name*	<input type="text"/>		
Mobile	<input type="text"/>	Phone	<input type="text"/>
Email*	<input type="text"/>		

Notification Preferences (Email)

Quicket Invoice*	<input type="text"/>
Credit Control*	<input type="text"/>

Ticketing/Refund*	<input type="text"/>
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Professional Reference 1

Business Name/Full Name*	<input type="text"/>		
Address	<input type="text"/>		
Suburb	<input type="text"/>	Post Code	<input type="text"/>
State	<input type="text"/>	Country	<input type="text"/>
Phone*	<input type="text"/>		
Email*	<input type="text"/>		

Professional Reference 2

Business Name/Full Name	<input type="text"/>		
Address	<input type="text"/>		
Suburb	<input type="text"/>	Post Code	<input type="text"/>
State	<input type="text"/>	Country	<input type="text"/>
Phone	<input type="text"/>		
Email	<input type="text"/>		

Declaration

I certify that the above information is true and correct and that I am authorised to make this application for an account. I have read and understand the TERMS AND CONDITIONS (overleaf or attached) of Consolidated Travel Pty Ltd which form part of, and are intended to be read in conjunction with this 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.

Agent Signature

<input type="text"/>	Name	<input type="text"/>
	Position	<input type="text"/>
	Date	<input type="text"/>

Consolidated Travel Signature

<input type="text"/>	Name	<input type="text"/>
	Position	<input type="text"/>
	Date	<input type="text"/>

Office Use Only

Account / Ref No	Credit Limit	Approved By	Data Entered	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Consolidated Travel Pty Ltd – Terms & Conditions

- 1.1 **Definitions**
 - (a) "Agent" means the person, entities or any person acting on behalf of and with the authority of the Agent requesting Consolidated to provide the Services as specified in any proposal, quotation, order, invoice, or other communication; and
 - (b) if there is more than one Agent, is a reference to each Agent jointly and severally; and
 - (c) if the Agent is a partnership, it shall bind each partner jointly and severally; and
 - (d) if the Agent is on behalf of or part of a Trust, shall be bound in its own capacity as a trustee; and
 - (e) includes the Agent's executors, administrators, successors, and permitted assigns.
- 1.2 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, insurance, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin or other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.3 **"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.
- 1.4 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.5 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Agent does not wish to allow Cookies to operate in the background when using Consolidated's website, then the Agent shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries via the website.
- 1.6 **"GST"** means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).
- 1.7 **"Price"** means the Price payable (plus any GST where applicable) for the Tickets or Services as agreed between the Agent and the Agent in accordance with clause 6 below.
- 1.8 **"Services"** means the 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).
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 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 - 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - 2.4 The Agent acknowledges that:
 - (a) the supply of Tickets on credit shall not take effect until the Agent has completed a credit application with Consolidated and it has been approved with a credit limit established for the account. In the event that the supply of Tickets requested exceeds the Agent's credit limit and/or the account exceeds the payment terms, Consolidated reserves the right to refuse delivery;
 - (b) the Price shown in its Australian Dollars unless explicitly noted otherwise;
 - (c) all Prices are subject to availability and can be changed or withdrawn prior to acceptance and payment being made by the Agent;
 - (d) airfares, surcharges, and other prices offered can increase with limited notice even though the Agent's arrangements have been confirmed (due to currency fluctuations, tax changes and for other reasons). Such Price increases are beyond Consolidated's control, and the Agent shall be liable to pay for any such increases; and
 - (e) Government or local authorities may change or introduce new taxes after the Agent has paid in full which the Agent shall be liable to pay.
- 2.5 Consolidated may provide the Agent with general information from public sources or information made available from Consolidated's suppliers including brochures, however Consolidated has not verified that information and to the maximum extent permitted by law) do not accept any liability for any inaccuracies or misrepresentations contained in such information. Consolidated is not liable or responsible for the Agents compliance with local laws, regulations, and other requirements.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. **Errors and Omissions**
 - 3.1 The Agent acknowledges and accepts that Consolidated shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Consolidated in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Consolidated in respect of the Services.
 - 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, it is not attributable to the negligence and/or willful misconduct of Consolidated; the Agent shall not be entitled to treat this Contract as repudiated nor render it invalid.
 - 3.3 In circumstances where the Agent is required to place an order for Tickets, in writing, or otherwise as permitted by these terms and conditions, the Agent is responsible for supplying correct order information when placing an order for Tickets ("Agent Error"). The Agent must pay for all Tickets it orders from Consolidated notwithstanding that such Tickets suffer from an Agent Error and notwithstanding that the Agent has not taken or refuses to take delivery of such Tickets. Consolidated is entitled, to its absolute discretion to waive its right under this sub-clause in relation to Agent Errors.
4. **Change in Control**
 - 4.1 The Agent shall notify 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 (but not limited to, changes in the Agent's name, address, contact phone or fax number, change of trustees, 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.
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 (Goods and Services Tax) Act 1999' (GST Act) in respect of the Goods 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:
 - (a) must not issue tax invoices in respect of any payment due to the Agent as referred to in clause 5.1; and
 - (b) warrants that they are registered for GST and that they will notify Consolidated if they cease 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.
 - 5.3 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. **Price and Payment**
 - 6.1 At Consolidated's sole discretion the Price shall be as indicated on a Recipient Created Tax Invoice (RCTI) provided by Consolidated to the Agent in respect of Ticket(s) supplied.
 - 6.2 Consolidated reserves the right to change the Price if a variation to Consolidated's quotation is requested or in accordance with clauses 2.4(c), 2.4(d) and 2.4(e). Variations will be charged for on the basis of Consolidated's quotation, and will be detailed in writing, and shown as variations on Consolidated's invoice. The Agent shall be required to respond to any variation submitted by Consolidated within twenty-four (24) hours. Failure to do so will entitle Consolidated to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
 - 6.3 Time for payment for the Tickets being of the essence, the Price will be payable by the Agent on the dates determined by Consolidated, which may be:
 - (a) the date specified on any invoice or other form as being the date for payment; or
 - (b) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Agent by Consolidated.
 - 6.4 Payment may be made by electronic-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Agent and Consolidated.
 - 6.5 Consolidated may, at its discretion, allocate any payment received from the Agent towards any invoice that Consolidated determines and may do so at the time of receipt or at any time afterwards.
 - 6.6 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. Once in receipt of any invoice for payment, if any part of the invoice is in dispute, then the Agent must notify Consolidated in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Consolidated investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Consolidated placing the Agent's account into default and subject to default interest in accordance with clause 17.1.
 - 6.7 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 the Agent must pay for any supply by Consolidated under this or any other agreement for providing Consolidated's Services. 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.
7. **Price Amendments**
 - 7.1 Any changes after booking for any reason may incur an amendment fee plus any of Consolidated's supplier fees. Re-issue or any amendment and upgrade conditions must be completed as per the terms and conditions of the relevant supplier.
8. **Provision of the Services**
 - 8.1 Delivery of the Services to a third party nominated by the Agent is deemed to be delivery to the Agent for the purposes of this Contract.
 - 8.2 Any time specified by Consolidated for delivery of the Services is an estimate only and Consolidated will not be liable for any loss or damage incurred by the Agent as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that Consolidated is unable to supply the Services as agreed solely due to any action or inaction of the Agent then Consolidated shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.
9. **Risk**
 - 9.1 Risk of damage to or loss of the Tickets passes to the Agent on delivery and the Agent must insure the Tickets on or before delivery.
 - 9.2 Airlines or Governments may make changes without or with limited notice to routes, schedules, cancell services, or change entry, visa, health, or quarantine requirements or make other decisions that impact any travel plans. If this occurs, Consolidated will work with the Agent to minimise the impact on the travel plans, however Consolidated is not responsible for any losses or additional costs that arise.
10. **Compliance with Laws**
 - 10.1 The Agent and Consolidated shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
11. **Title**
 - 11.1 Consolidated and the Agent agree that ownership of the Tickets shall not pass until:
 - (a) the Agent has paid Consolidated all amounts owing to Consolidated; and
 - (b) the Agent has obtained and provided to Consolidated a copy of the relevant bank statement.
 - 11.2 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.
 - 11.3 In the event of a further agreement or Tickets passes to the Agent in accordance with clause 11.1:
 - (a) where practicable the Ticket(s) shall be kept in the Agent's possession until Consolidated has received payment and all other obligations of the Agent are met;
 - (b) until such time as ownership of the Ticket(s) passes from Consolidated, Consolidated may give notice in writing to the Agent to use the Ticket(s) for any other purpose of the PPSA and creates a security interest in all Tickets (or any third party) to obtain ownership of the Ticket(s) or any other interest in the Ticket(s) shall cease;
 - (c) Consolidated shall have the right of stopping the supply of Ticket(s);
 - (d) the Agent must not sell, dispose, or otherwise part with possession of the Tickets other than in the ordinary course of business. If the Agent sells, disposes or parts with possession of the Tickets then the Agent must provide the proceeds of any such sale, trust for Consolidated and must pay or deliver the proceeds to Consolidated on demand;
 - (e) the Agent shall not deal with the money of Consolidated in any way which may be adverse to Consolidated;
 - (f) the Agent shall not charge or grant an encumbrance over the Tickets nor grant otherwise give away any interest in the Tickets while they remain the property of Consolidated; and
 - (g) Consolidated may commence proceedings to recover the Price of the Tickets sold notwithstanding that ownership of the Tickets has not passed to the Agent.
12. **Personal Property Securities Act 2009 ("PPSA")**
 - 12.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.
 - 12.2 Upon assenting to these terms and conditions in writing the Agent acknowledges and agrees that these terms and conditions shall constitute a financing statement 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, and the proceeds from such Tickets.
 - 12.3 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 charge 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) amend or correct a defect in a statement registered in clause 12.2(a)(i) or 12.2(a)(ii);
 - (b) indemnify, and upon demand reimburse, Consolidated for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Tickets charged thereby;
 - (c) register any financing charge 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 charge statement in relation to the Tickets or the proceeds of such 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 proceeds derived from such sales.
 - 12.4 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.
 - 12.5 The Agent waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - 12.6 The Agent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 - 12.7 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.
 - 12.8 The Agent must unconditionally ratify any actions taken by Consolidated under clauses 12.3 to 12.5.
 - 12.9 Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
13. **Security and Charge**
 - 13.1 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, and any other property, in and to which the Agent has or may have an interest ("Property") for the purposes of, including but not limited to registering Consolidated's security interest over the Agent on the PPSA, 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).
 - 13.2 The Agent agrees to ensure that the Agent 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.
 - 13.3 The Agent irrevocably appoints Consolidated and each director of Consolidated as the Agent's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Agent's behalf.
14. **Defects, Warranties and the Competition and Consumer Act 2010 (CCA)**
 - 14.1 If the Agent is not a consumer within the meaning of the CCA, Consolidated's liability for any defective Services is that of the Agent shall:
 - (a) respect to 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; and
 - (b) afford Consolidated an opportunity to inspect the Ticket(s) within a reasonable time following delivery if the Agent believes the Ticket is defective in any way. If the Agent fails 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 refunding the Ticket(s) to the Agent. If the Agent is a consumer within the meaning of the Competition & Consumer Act 2010 (CCA) or the Fair Trading Act 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).
 - 14.2 The Agent warrants and represents that they have obtained the necessary consent and authority for re-supply in trade and 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. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Act of the States and Territories of Australia (including any substitute to those Acts or its replacement thereof), except to the extent permitted by those Acts where applicable.
 - 14.3 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be excluded in these terms and conditions (Non-Excluded Guarantees).
 - 14.4 Consolidated acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
 - 14.5 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Consolidated makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. Consolidated's liability in respect of these warranties is limited to the fullest extent permitted by law.
 - 14.6 If the Agent is a consumer within the meaning of the CCA, Consolidated's liability is limited to the extent permitted by section 64A of Schedule 2.
15. **Credit Card Authority & Liability Acceptance**
 - 15.1 The Agent accepts full responsibility for holding its airline's "signature on file" details in its office as set out in clause 14.2 and 23.3. In the event of a dispute between the airline and/or the credit card company and/or the cardholder, Consolidated makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. Consolidated's liability in respect of these warranties is limited to the fullest extent permitted by law.
 - 15.2 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.
16. **Default and Consequences of Default**
 - 16.1 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).
 - 16.2 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 debt is processed, which shall result in an agency debt memo that cannot be reversed. Such agency debt memo must be submitted by the Agent.
 - 16.3 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.
 - 16.4 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.
17. **General**
 - 17.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the other party's right to subsequent 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.
 - 17.2 These terms and conditions and any Contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Agent (even if they form part of the Agent's purchase order).
 - 17.3 Subject to clause 14, 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).
 - 17.4 Consolidated may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Agent's consent.
 - 17.5 The Agent cannot licence or assign without the written approval of Consolidated.
 - 17.6 Consolidated may subcontract out any part of the Services, but shall be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Agent agrees and understands that they have no authority to give any instruction to any of Consolidated's sub-contractors without the authority of Consolidated.
 - 17.7 The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent.
 - 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, pestilence, or any other cause beyond the control of either party, and shall be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Agent agrees and understands that they have no authority to give any instruction to any of Consolidated's sub-contractors without the authority of Consolidated.
 - 17.9 The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent.
 - 17.10 Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
 - 17.11 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
18. **Cancellation**
 - 18.1 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.
 - 18.2 Consolidated may cancel any contract to which these terms and conditions apply or cancel delivery of Tickets at any time before the Tickets are delivered by giving written notice to the Agent. On giving such notice Consolidated shall pay to the Agent any money paid by the Agent for the Tickets. Consolidated shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - 18.3 If the Agent cancels delivery of Tickets, the Agent shall be liable for all losses incurred (whether direct or indirect) by Consolidated as a direct result of the cancellation (including, but not limited to, any loss of profits).
19. **Privacy Policy**
 - 19.1 All emails, documents, images, or other recorded information held or used by Consolidated is Personal Information, as defined as referred to in clause 19.3, and therefore Consolidated's confidential information. Consolidated acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the Act) including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively "EU Data Privacy Laws"). Consolidated acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Agent's Personal Information, held by Consolidated that may result in serious harm to the Agent, Consolidated will notify the Agent in accordance with the Act and/or the GDPR. Any release of such Personal Information will be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Agent by written consent, unless subject to an operation of law.
 - 19.2 Notwithstanding clause 19.1, privacy limitations will extend to Consolidated in respect of Cookies where the Agent utilises Consolidated's website to make enquiries. Consolidated agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as:
 - (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Consolidated when Consolidated sends an email to the Agent, so Consolidated may 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
 - (d) to assess the creditworthiness of the Agent including the Agent's repayment history in the preceding two (2) years.
 - 19.3 The Agent consents to Consolidated being given a consumer credit report to collect personal credit information related to any overdue payment on commercial credit.
 - 19.4 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) to verify and/or check 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.
 - 19.5 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 check or maintain a credit information file about the Agent including credit history.
 - 19.6 Personal Information as outlined in 19.3 above:
 - (a) name of the credit provider and that Consolidated is a current credit provider to the Agent;
 - (b) whether the credit provider is a licensee;
 - (c) details concerning the Agent's application for credit or commercial credit (e.g. date of commencement/termination of the credit and the amount requested);
 - (d) advice of consumer credit defaults (provided Consolidated is a member of an approved OAC External Dispute Resolution body, or otherwise accounts, loan repayments, outstanding monies which are overdue for more than sixty (60) days and for which written notice for receipt 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));
 - (e) information that, in the opinion of Consolidated, the Agent has committed a serious credit infringement;
 - (f) advice that the amount of the Agent's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
 - 19.7 The Agent shall have the right to request (by e-mail) from Consolidated:
 - (a) a copy of the Personal Information about the Agent obtained by Consolidated and the right to request that Consolidated correct any incorrect Personal Information; and
 - (b) that Consolidated does not disclose any Personal Information about the Agent for the purpose of direct marketing.
 - 19.8 Consolidated will destroy Personal Information upon the Agent's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
 - 19.9 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 reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Agent is not satisfied with the resolution provided, the Agent can make a complaint to the Information Commissioner at www.oaic.gov.au.
20. **Services of Notices**
 - 20.1 Written notice given under this Contract shall be deemed to have been given and received:
 - (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
 - 20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
21. **Trusts**
 - 21.1 If the Agent at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust (Trust) whether or not Consolidated may have notice of the Trust, the Agent covenants with Consolidated as follows:
 - (a) the Contract extends to all rights of indemnity which the Agent now or subsequently may have against the Trust and the trust fund;
 - (b) the Agent has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Agent against the Trust or the trust fund. The Agent will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Agent will not without consent in writing of Consolidated (Consolidated will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Agent as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
22. **General**
 - 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the other party's right to subsequent 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.
 - 22.2 These terms and conditions and any Contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Agent (even if they form part of the Agent's purchase order).
 - 22.3 Subject to clause 14, 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).
 - 22.4 Consolidated may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Agent's consent.
 - 22.5 The Agent cannot licence or assign without the written approval of Consolidated.
 - 22.6 Consolidated may subcontract out any part of the Services, but shall be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Agent agrees and understands that they have no authority to give any instruction to any of Consolidated's sub-contractors without the authority of Consolidated.
 - 22.7 The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent. The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts without notice to the Agent.
 - 22.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, pestilence, or any other cause beyond the control of either party, and shall be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Agent agrees and understands that they have no authority to give any instruction to any of Consolidated's sub-contractors without the authority of Consolidated.
 - 22.9 Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
 - 22.10 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.

Please note that a larger print version of these terms and conditions is available from Consolidated on request.

GDS Set Up Overview

Issuing tickets on Consolidated Travel IATA



In order for agents to use Quicket to issue tickets for their Sabre bookings, Sabre **Global Security** will need to be setup between Consolidated Travel PCCs (VT31, 07ZA, BY1G) and the agent PCC.

To setup **Global Security**, you will need to run the following command in Sabre Red 360.

```
S19  
W/GS/A/VT31/ALLOTH/PNRU/QP-100-1  
W/GS/A/07ZA/ALLOTH/PNRU/QP-100-1  
W/GS/A/BY1G/ALLOTH/PNRU/QP-100-1
```

Note:

- Press **enter** after each line above.
- If you are already signed in, you will see a “NOT SIGNED OUT” message after the S19 entry.
- After the second entry you should see “MODIFIED GLOBAL SECURITY STATUS” with a display of the new status.
- If you see “ALLOTH OF VT31 HAS QUEUE PLACEMENT PREVIOUSLY DEFINED” then global security was already setup so just ignore the message.

This is a one-time entry that needs to be completed by authorised Sabre users with **duty code 9** (supervisor rights) assigned to their EPR as well as **keyword GLSAGT**.

Type HU* to check if you have the GLSAGT keyword in your EPR or contact your CREATE manager or the Sabre Support team via Sabre Central > Support > Get Help.

amadeus

Agents will need to complete the Amadeus **Extended Office Security (EOS)** form to allow Consolidated Travel to access agent bookings.

This form is located on our website – <https://consolidated.travel/forms> or the Amadeus Service Hub website - <https://servicehub.amadeus.com>

Download this form, fill in your details and send to ctgales@consolidated.travel or log it directly with Amadeus Support.



Agents will need to complete the Travelport **Selective Access Agreement** form to allow Consolidated Travel to access agent bookings, queue bookings back and allow agents to view tickets (HTE Access).

This form is located on our website – <https://consolidated.travel/forms>

Download this form, fill in your details and send to ctgales@consolidated.travel or log it directly with Travelport Support.

Consolidated Travel Pty Ltd - ABN 60 004 692 791
1300 134 538 | ctgales@consolidated.travel

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

Sydney
Australia Square Tower
Level 20, Suite 20.08,
264-278 George St
Sydney NSW 2000

Brisbane
Level 8, 243 Edward St
Brisbane QLD 4000

Perth
PO Box 24290
Melbourne VIC 3000

Adelaide
PO Box 24290
Melbourne VIC 3000