

# CREDIT ACCOUNT APPLICATION

## To Be Completed By Applicants

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



**Consolidated Travel  
Group**

DATE: \_\_\_\_\_ REF No. \_\_\_\_\_

Business Entity: Sole Proprietor  Partnership  Corporation  Trustee

AGENT'S TRADE NAME: \_\_\_\_\_

AGENT'S FULL or LEGAL NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

C.R.S: \_\_\_\_\_ Pseudo City Code: \_\_\_\_\_ ABN number: \_\_\_\_\_

ACN Number: \_\_\_\_\_ Date Established: \_\_\_\_\_

GST Registered: YES / NO Requested Credit Limit: \$ \_\_\_\_\_

Accounts Contact Person: \_\_\_\_\_  
(First Name) (Surname)

Travel Agents Licence No / Category: \_\_\_\_\_ IATA No: \_\_\_\_\_

Buying / Franchise Group: \_\_\_\_\_ Do you own or lease the premises?  Lease  Own

Is this business run by a trading trust? YES / NO If yes: Name: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

### DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)

Full Name: \_\_\_\_\_ Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Postcode: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Drivers Licence No: \_\_\_\_\_ DOB: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_ DOB: \_\_\_\_\_

### TRADE REFERENCES

Business Name 1: \_\_\_\_\_ Business Name 2: \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_ Average Monthly Spend: \$ \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Postcode: \_\_\_\_\_ Postcode: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

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.**

**SIGNED (CONSOLIDATED):** \_\_\_\_\_ **SIGNED (AGENT):** \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO AGENTS SIGNATURE:** ID: \_\_\_\_\_ DOB: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Consolidated Travel Pty Ltd - ABN 60 004 692 791

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## Consolidated Travel Pty Ltd – Terms & Conditions of Trade

### 1. Definitions

- 1.1 "Consolidated" shall mean 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" shall mean the Agent (or any person acting on behalf of and with the authority of the Agent) as described on any invoices, authorisation or other form as provided by Consolidated to the Agent.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Agent on a principal debtor basis.
- 1.4 "Ticket(s)" shall mean Ticket(s) supplied by Consolidated to the Agent (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, authorisation or any other forms as provided by Consolidated to the Agent.
- 1.5 "Services" shall mean all Services supplied by Consolidated to the Agent and includes any advice or recommendations (and where the context so permits shall include any supply of Ticket(s) as defined above).
- 1.6 "Price" shall mean the Price payable for the Ticket(s) as agreed between Consolidated and the Agent in accordance with clause 4 of this contract.

### 2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

### 3. Acceptance

- 3.1 Any instructions received by Consolidated from the Agent for the supply of Ticket(s) and/or the Agent's acceptance of Ticket(s) supplied by Consolidated shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Agent has entered into this agreement, the Agents shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Agent the terms and conditions are binding and can only be amended with the written consent of Consolidated.
- 3.4 The Agent shall give Consolidated not less than fourteen (14) days prior written notice of any proposed change of ownership of the Agent or any change in the Agent's name and/or any other change in the Agent's details (including but not limited to, changes in the Agent's address, facsimile number, 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.
- 3.5 Ticket(s) are supplied by Consolidated only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Agent's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

### 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 GST and other taxes and duties that may be applicable shall be added to the Price except when 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 (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 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) 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. Errors and Omissions

- 9.1 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 Trade Practices Act 1974 (Cwth) 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).
- 9.2 Ticket(s) will not be accepted for return other than in accordance with 9.1 above.

### 10. Warranty

- 10.1 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).

### 11. Credit Card Authority & Liability Acceptance

- 11.1 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.

### 12. Credit Card Policy

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

### 13. Default & Consequences of Default

- 13.1 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 one 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.
- 13.2 In the event that the Agent's payment is dishonoured for any reason the Agent shall be liable for any dishonour fees incurred by Consolidated.
- 13.3 If the Agent defaults in payment of any invoice when due, the Agent shall indemnify Consolidated from and against all costs and disbursements incurred by Consolidated in pursuing the debt including legal costs on a solicitor and own client basis and Consolidated's collection agency costs.
- 13.4 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), Consolidated may suspend or terminate the supply of Ticket(s) to the Agent and any of its other obligations under the terms and conditions. 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.
- 13.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 13.6 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 in the event that:
  - (a) any money payable to Consolidated becomes overdue, or in Consolidated's opinion the Agent will be unable to meet its payments as they fall due; or
  - (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.

### 14. Security And Charge

- 14.1 Despite anything to the contrary contained herein or any other rights which Consolidated may have howsoever:
  - (a) where the Agent and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Agent and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Consolidated or Consolidated's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Agent and/or the Guarantor acknowledge and agree that Consolidated (or Consolidated's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
  - (b) should Consolidated elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Agent and/or Guarantor shall indemnify Consolidated from and against all Consolidated's costs and disbursements including legal costs on a solicitor and own client basis.
  - (c) the Agent and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Consolidated or Consolidated's nominee as the Agent's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.

### 15. Cancellation

- 15.1 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.
- 15.2 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.
- 15.3 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 15.2.

### 16. Privacy Act 1988

- 16.1 The Agent and/or the Guarantor/s agree for Consolidated to obtain from a credit reporting agency a credit report containing personal credit information about the Agent and Guarantor/s in relation to credit provided by Consolidated.
- 16.2 The Agent and/or the Guarantor/s agree that Consolidated may exchange information about the Agent and the Guarantor/s with those credit providers either named as trade referees by the Agent or named in a consumer credit report issued by a credit reporting agency for the following purposes:
  - (a) to assess an application by 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 credit worthiness of Agent and/or Guarantor/s.
- 16.3 The Agent consents to Consolidated being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 16.4 The Agent agrees that personal credit information provided may be used and retained by Consolidated for the following purposes and for other purposes as shall be agreed between the Agent and Consolidated or required by law from time to time:
  - (a) provision of Ticket(s); and/or
  - (b) marketing of Ticket(s) by Consolidated, its agents or distributors in relation to the Ticket(s); and/or
  - (c) analysing, verifying and/or checking the Agent's credit, payment and/or status in relation to provision of Ticket(s); and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Agent; and/or
  - (e) enabling the daily operation of Agent's account and/or the collection of amounts outstanding in the Agent's account in relation to the Ticket(s).
- 16.5 Consolidated may give information about the Agent to a credit reporting agency for the following purposes:
  - (a) to obtain a consumer credit report about the Agent; and/or
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Agent.

### 17. General

- 17.1 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 of Victoria.
- 17.3 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.
- 17.4 Consolidated may license or sub-contract all or any part of its rights and obligations without the Agent's consent.
- 17.5 The Agent agrees that Consolidated may review these terms and conditions at any time, if, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Consolidated notifies the Agent of such change.
- 17.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, or storm.
- 17.7 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.