

TravelPay – Travel Agent Terms & Conditions

TravelPay enables your customers to book travel with you and pay in instalments whilst you receive full payment up front.

1) How TravelPay works:

- a) You and the customer submit a TravelPay application for the travel services to be purchased from you by instalment payments. "Travel services" means flights, cruises, accommodation, car rental and single-trip travel insurance, but excludes multi-trip (annual) travel insurance.
- b) We will process the application. If we confirm acceptance of the application, TravelPay will advance the total travel amount to your nominated bank account.
- c) TravelPay will debit the monthly instalment payments from the customer's nominated card account on your behalf and deposit them into a bank account held by us.
- d) You authorise TravelPay to apply the instalment payments toward repayment of the total travel amount advanced to you by TravelPay in respect of that customer.
- e) TravelPay will advise you and the customer when all instalments have been successfully paid.
- f) Both parties undertake to collaborate in facilitating a fabulous travel experience for your customers.

2) Our roles & responsibilities:

- a) Receive TravelPay applications and confirm acceptance or rejection of the application to you and the customer.
- b) Advance the total travel amount to your nominated account within 3 business days of acceptance of a TravelPay application.
- c) Immediately notify you of any subsequent failure of the customer to pay their instalment payments.
- d) Promptly apply the monthly instalment received from a customer toward repayment of the total amount advanced to you in respect of that customer.
- e) Advise you and the Customer when all instalment payments from a customer have been successfully processed and the total travel amount advanced to you in respect of that customer has been repaid.
- f) Answer queries from you and your customers in relation to TravelPay.

3) Your roles & responsibilities:

- a) Actively promote the availability and benefits of TravelPay to your customers. But you must not represent to customers that we provide credit to them – the advance is made to you to allow your customer to pay for the travel by instalment.
- b) Ensure that all travel services booked by the customer using the TravelPay facility have been organised and are paid for as required with the third party suppliers of that travel service in accordance with the application.
- c) Use the amount we advance to you only for payment of travel services for the customer.
- d) Not apply any additional fees to the customer for using the TravelPay facility.
- e) Provide to us all customer and travel documents, including conditions relating to cancellations and refunds, required to enable TravelPay to assess applications.
- f) Act upon our direction when issuing the travel services to the customer, which includes not releasing travel documentation, tickets or confirmation numbers to the customer before we advise you that customer has completed all instalment payments for travel services.
- g) Ensure that you have received by means of the application or otherwise an irrevocable direction from customer to act upon our direction to cancel and/or request a refund for the travel services when appropriate.
- h) Provide a refund to the customer only with our written agreement.
 - i) If you release or issue the travel services or the travel services are otherwise provided to the customer, without our written agreement, you will be responsible to repay us the total travel amount, less any amounts we have already received as instalment payments from customer.

4) Cancellations & refunds

- a) If a customer requests you to cancel their travel services or their TravelPay arrangement for the travel services, you will notify us within 2 days.
- b) In that case or if we direct you to cancel travel services, you must immediately cancel the customer's travel services and obtain the maximum available refund for the travel services from the third party providers.
- c) Where possible, you must ensure that the refund amount is paid to TravelPay. Otherwise, you must pay to us the full amount refunded less any cancellation fee that you had previously specified in the customer's travel documentation.
- d) We will apply all such refunds against the amount we have advanced for the travel services and our fees (TravelPay Advance). You will not owe us anything if the maximum available refund is less than the TravelPay Advance.
- e) We rely on your expertise and integrity, especially when booking changes and cancellations are necessary. Any failure on your part to

co-operate with us in these situations may impel us to take whatever steps are appropriate to protect our interests.

5) Customer instalment failures:

- a) If a customer instalment payment fails or is subsequently disputed and/or charged back by the customer's credit facility:
 - i) We will notify the customer that their instalment payment has failed or has been disputed and/or recalled by the customer's credit facility and that the instalment payment must be paid within 5 days to enable their travel services booking to proceed.
 - ii) Should the customer not complete payment of the instalment payment within 5 days, we may direct you to immediately cancel the customer's travel services in accordance with clauses 3g and 4.

6) Agreement term & termination:

- a) This agreement commences on the commencement date and will continue until termination in accordance with this agreement.
- b) You may terminate this agreement at any time 1 year after the commencement date by giving us 6 months' written notice of your intention to terminate.
- c) Upon reaching the review date of 3 years from the commencement date, this agreement will be automatically renewed on the same terms for a further 3 years unless either party provides written notice to the contrary at least 14 days before the review date.
- d) The non-defaulting party may terminate this agreement by giving notice to the other party if:
 - i) the defaulting party fails to make a payment due under this agreement and that failure continues for 5 days from the receipt of a notice to remedy such failure; or
 - ii) the defaulting party has breached or failed to perform any of its material obligations (other than payment obligations) under this agreement and where in the opinion of the non-defaulting party that breach or failure is capable of remedy, it continues for a period of 14 days from the date of receipt of a notice requiring the defaulting party to remedy such breach or failure; or
 - iii) the defaulting party becomes insolvent.
- e) Termination of this agreement under the above clauses will be without prejudice to our respective rights (including the right to damages) at law or in equity or our respective rights that have arisen in relation to an advance in respect of the travel amounts of a customer under this agreement prior to it being terminated.
- f) You agree that termination by you does not become effective until you have paid to us any outstanding amount that is payable to us under this agreement.
- g) We reserve the right to vary any term of this agreement and any change will be effective from the date nominated in the notice to you of the change. You shall be deemed to accept this amendment unless we receive written notice to the contrary within 14 days of the date of the advice of the change.

7) Indemnities & privacy:

- a) We indemnify you against any liability or loss that you may suffer or incur arising from a breach by us of our obligations under this agreement.
- b) To the extent possible by law to limit our liability, our liability is limited to supplying the travel services again or paying the cost of having the travel services supplied again.
- c) You indemnify us against any liability or loss that we may suffer or incur arising from a breach by you of your obligations under this agreement. This indemnity includes any liability or loss that we are liable for to a third party arising from a breach by you of your obligations under this agreement.
- d) You agree to comply with the TravelPay Privacy Policy and the Australian Privacy Principles.

8) Miscellaneous:

- a) You authorise us to debit your nominated bank account any amount that was credited to your account by us in error and the error notified to you.
- b) You must provide to us and authorise usage by us of your logo, Travel Agent name or similar branding in conjunction with TravelPay.

9) Disputed Payments, Chargebacks & Refunds on Online Payment Portal Only

- a) You must exercise care and take reasonable precautions to prevent incorrect, fraudulent, illegal, reversed or disputed payments from occurring.
- b) As you are the beneficiary of funds collected by us, the supplier of goods and services to the customer and the party privy to relationships with the customer, you bear all responsibility and liability for any reversed or disputed payments or other form of recovery of funds by us. You indemnify and hold us harmless from and against all claims, costs, liabilities and expenses suffered or incurred by us as a result of

us being obliged, for any reason, to refund or reverse payments before or after the corresponding amount has been remitted to you.

c) We will promptly notify you if a payment is refunded by us, or if we receive notice of a disputed payment that might lead to such refund or disgorgement. You must do everything necessary on your part to enable us to avoid having to refund payments, including, for example, providing information about the goods and services supplied by you and the customer authorisation in relation to a payment.

d) Notice of a disputed payment or chargeback will be successfully refuted if you provide clear customer authorisation from your customer that is subsequently accepted by your customer's or the account holder's financial institution. Should the disputed payment or chargeback not be refuted, you will need to resolve the matter directly with your customer.

e) If we receive notice of a disputed payment and/or are required to refund or reverse all or part of any payment to a customer, an account holder or their bank or such a refund is debited from your account or otherwise disgorged, then:

i) we will be discharged from any obligation to remit that amount to you; and

ii) you must reimburse us for that amount and/or we may set amounts due to you under this clause off against any other payments due by us to you and/or deduct amounts from your nominated trust bank account and/or nominated business account.

f) If you pay money to us in accordance with paragraph 9 and we subsequently recover funds from the customer, then we will hold the amount recovered in trust for you and deposit it into your nominated bank account.

g) You represent and warrant to us that you hold all statutory licences and authorities necessary for the collection of payments. You acknowledge that we are not providing any payment facility in addition to our stated services.

h) You authorise us to credit and debit your nominated trust bank account and/or nominated business account in accordance with the terms and conditions set out within this agreement.