



Credit Account Application



About this form

To complete a credit account application you will need to:

- Complete all relevant questions on this form
- Accept and sign our Terms and Conditions of Credit
- Sign the Guarantee and Indemnity
- Provide copies of the following documents:
 - AFTA Membership (if applicable)
 - ATAS Accreditation (if applicable)
 - Proof of insolvency protection (if applicable)
 - Photo ID (Drivers License or Passport)
 - Proof of Travel Agency / Industry Experience
- Complete the Direct Debit Request (if applicable)

Please send the completed and signed original forms and copies of documents to:

- Air Tickets Accounts

*Level 2, 179 Normanby Road,
South Melbourne VIC 3205*

1 Please give details of your company or business entity

Registered name of company or business entity

Trading name (if applicable)

2 Address and contact details of the Travel Agency

Street Address

Suburb

State

Postcode

Phone

Fax

AIR TICKETS USE ONLY

Customer Number

Date received

Abbreviated name

Comments

ABN/ACN

ATAS Accreditation number (if applicable)

AFTA Membership number (if applicable)

Postal Address (if applicable)

Suburb

State

Postcode

Email address



Credit Account Application



3 Names and contact details of..

Directors/Proprietors (Title/Given name/Surname)

Office/Retail Manager

Phone

Directors/Proprietors (Title/Given name/Surname)

Contact for Accounts payable

Phone

5 Is your company or business entity...

A member of a buying group? (Please tick)

Yes No

If yes, name of group

A member of a IATA/DAPA? (Please tick)

Yes No

If yes, your IATA/DAPA number

Which GDS are you connected to?

Amadeus Galileo Sabre Other

Other (please list)

GDS Pseudo City Code

6 Bank Account Details and Authority

Name of Bank

Branch Name

I/We

and

Account Name

BSB

Account Number

Authorise you, Air Tickets and Westpac Banking Corporation to seek an opinion from our Bank.



Terms and Conditions of Credit

(All former terms and conditions are null and void)

This Agreement sets out the terms and conditions on which Helloworld Travel Services (Australia) Pty Ltd (ABN 84 003 237 296) trading as Air Tickets (referred to as "Air Tickets", "we" or "us") is willing to extend credit terms to your Agency (also referred to as "you" or "your"). You agree that the terms and conditions set out in this Agreement are applicable at all times and supersede all other terms and conditions including yours.

1. Right to refuse credit

We reserve the right at any time to decline providing credit to you, to cease providing credit to you or limiting the amount of credit available. If credit is withdrawn, all ticket monies must be paid at the time of delivery of the tickets or placement of ticket order as directed by us.

2. Invoices

(a) Invoices are emailed weekly on Monday evenings and are due for payment on the Wednesday of the same week. Funds must arrive in our office no later than 3.30pm on the due date. If any of these dates fall on a public holiday, then the first working day before that date will apply. The fees that apply shall be those specified on our website www.airtickets.com.au or the fees page in SmartFares at the time of placing your order with us.

(b) Unless otherwise specified in writing by a duly authorized officer of us, payment shall be made by the due date specified in the invoice or these terms or if no date is specified, with 3 days of demand ("the due date"). In the event of group bookings we may request all or part of the fares to be paid in advance.

3. Interest

If you fail to pay any amount on the due date for payment then you shall, in addition to that amount, pay interest at 12% calculated from the time such amount falls due until it is received in full by us, without prejudice to all or any of our other rights and remedies. Any payment received will be applied first against any interest accrued, secondly in relation to all fees incurred and thirdly against overdue invoices.

4. Default on payment

(a) If you default in payment of any invoice when due, you shall indemnify us from and against all loss and damage in respect of any recovery action including without limitation all solicitors' fees (on an indemnity basis), commercial agents' commission, out of pocket expenses, bank fees, freight, insurance (collectively referred to as fees) and interest.

(b) If you default in any payment we may, without prejudice to our own rights, either suspend further deliveries, require payment in advance for all such deliveries or terminate this or any other agreement by written notice to you.

5. Breach

Without prejudice to any other remedies we may have, if at any time you are in breach of any obligation (including those relating to payment), we may suspend or terminate the supply of tickets to you and any of the other obligations under these terms and conditions. We will not be liable to you for any loss or damage you suffer because we exercised our rights under this clause.

6. Lien on tickets

In addition to any right of lien or other security to which we may be entitled by law we are entitled to a general lien on all tickets of yours in our possession and/or in your possession, even if such tickets or some of them may have been paid for, against any outstanding amount for these or any other tickets sold and delivered by us to you, under this or any other contract.

7. Charge

In consideration of us entering into this agreement, you agree to charge in favour of us all your estate and interest in any land and in any other assets, whether tangible or intangible, in which you now have any legal or beneficial interest or in which you later acquire any such interest. You consent to the lodgement by us of a caveat or caveats which note our interest in that real property.

8. Issuing of tickets

Tickets are issued according to your instructions and it is your responsibility to ensure that all details submitted to us by you, including spelling, are correct. All tickets issued in accordance with the details you provide must be paid for by you.

9. Ownership

(a) Ownership of each ticket will remain with us until all invoices, interest and fees owing by you to us on any account whatsoever ("Amounts Owing") have been paid. Until the Amounts Owing have been paid, you

- a. may, subject to this agreement, take possession of the tickets and hold them as trustee and agent for us;
- b. must ensure that the tickets are insured and stored or identified so that they are readily distinguishable from other tickets held by you or other persons.

(b) Until the Amounts Owing have been paid, you have the right to move, sell and otherwise use the tickets in the ordinary course of your business, subject to the following:

- a. you may sell the tickets, but only as trustee and agent for us (save that you must not represent to any third parties that you are acting as our agent and we will not be bound by any contracts with third parties to which you are a party); and
- b. you must hold the proceeds you receive from any sale of the tickets as trustee and agent for us.

(c) If you fail to comply with any of these Terms and Conditions then:

- a. we may in our absolute discretion be entitled to cancel and/or re-take possession electronically of the tickets in your possession; and
- b. we may retain, sell or otherwise dispose of those tickets in any manner we see fit.

(d) You must not assign or grant a security interest in respect of any accounts owed to us in relation to the tickets without our prior written consent.

(e) Without limiting the meaning of Amounts Owing, if you make a payment to us at any time whether in connection with the supply of tickets or otherwise, we may, at our absolute discretion, apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest in the order in which those obligations were incurred.

10. Personal Properties Securities Act 2009 (Cth) ("PPSA")

(a) If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these Terms and Conditions you agree the following provisions of the PPSA will not apply to the enforcement of



Terms and Conditions of Credit



these Terms & Conditions:

- a. section 95 (notice of removal of accession), to the extent that it requires us to give notice to you;
- b. section 96 (when a person with an interest in the whole may retain an accession);
- c. subsection 121(4) (enforcement of liquid assets – notice to grantor);
- d. section 125 (obligation to dispose of or retain collateral);
- e. section 130 (notice of disposal), to the extent that it requires us to give notice to you;
- f. paragraph 132(3)(d) (contents of statement of account after disposal);
- g. subsection 132(4) (statement of account if no disposal);
- h. section 135 (notice of retention);
- i. section 142 (redemption of collateral); and
- j. section 143 (reinstatement of security agreement).

(b) PPSA: Notices or documents required or permitted to be given to us for the purposes of the PPSA must be given in accordance with the PPSA. You consent to us effecting a registration on the PPSA register (in any manner we consider appropriate) in relation to any security interest contemplated by these Terms and Conditions and you agree to provide all assistance reasonably required to facilitate this. You waive the right to receive notice of a verification statement in relation to any registration on the register.

(c) The following words have the respective meanings given to them in the PPSA: account, proceeds, purchase money, register, registration, security interest and verification statement.

11. Agency debit memo (“ADM”)

In the event of an airline billing us an ADM for an undercharge or any other charge (including recall of commissions) we will invoice you and such a charge will appear on your invoice the following week and this charge is payable on that week's invoice, or if in dispute a letter must be sent to our office within 5 days with all proof attached to request a reversal from the airline. Whilst we will promptly forward such letter to the airline, if the airline does not agree to reverse the ADM or does not provide a response within 14 days from the day we send the letter, this cost is payable by you and will be added to your next invoice. If a response is received after 14 days and the airline agrees to a reversal of the ADM, we will allow you a credit on your next invoice of the relevant amount if this has already been paid by you.

12. Misplaced/lost tickets

Tickets misplaced/lost by you or passenger must be fully paid for, even when they have been lodged for Refund/Lost Ticket Indemnity with the relevant airline. Tickets submitted for refund must not be deducted from invoices.

13. Electronic Miscellaneous Document (“EMD”) Multiple Purpose Document (“MPD”) and Virtual Multiple Purpose Document (“VMPD”)

Once we send an EMD/MPD/VMPD to an airline (at your request), it cannot be retrieved. The EMD/MPD/VMPD will appear on your next invoice and must be paid in full. Should you wish to cancel the request for which the EMD/MPD/VMPD has been sent to the airline, you must apply for a refund via SmartTickets Online. We will then apply to the airline for a refund and when received, a credit will be made on your next invoice if this has already been paid by you.

14. Cancellation of tickets

(a) Tickets may only be cancelled on the same day of issue and must be cancelled via SmartTickets Online. Tickets cancelled before midnight on the same day of issue will not appear on your invoice, thus avoiding the need to apply for a refund with the airline. Tickets cancellation requests received at our office outside these times will be processed as a normal refund and all cancellation/refund penalties will apply to your agency.

(b) Refunds lodged by us are subject to ticket request instructions being correctly carried out, will attract an administration fee and applicable cancellation fees according to the fare ruling for the airline the refund relates. Please refer to SmartFares for the current up to date listing of all our fees.

15. Risk

Risk in respect of lost/damaged/stolen tickets passes to you at the time of delivery.

16. Release

To the maximum extent permitted by law, you release and discharge us from all liability whether in contract, tort or otherwise for any loss, damage (including consequential loss or damage), expense of any kind arising directly or indirectly out of the supply of the tickets. You indemnify and keep us indemnified against any liability, loss, damage, expense, cost, claim or proceedings arising directly or indirectly out of or in connection with the supply of the tickets or any other cause whatsoever.

17. Entire agreement

The Credit Account Application, Guarantee & Indemnity, these Terms and Conditions of Credit and the fees shown on our website or the fees page in SmartFares together form the one agreement comprising the complete terms and conditions between you and us and any reference to “terms” means and includes each of these documents.

18. Event of insolvency

In addition to any other terms, we may terminate this agreement immediately if you have a liquidator, provisional liquidator, administrator, controller, receiver or receiver and manager appointed, breach an essential term, breach a term that is capable of remedy (other than an essential term) but which is not remedied within 7 days of demand by us, commit a breach that is not capable of remedy or any guarantor purports, threatens or does withdraw the provision of a guarantee.

19. Jurisdiction

You unconditionally submit to this agreement being governed by and construed in accordance with the laws of the state of Victoria and, where applicable, the Commonwealth of Australia, and you submit to the exclusive jurisdiction of the courts of Victoria. For the purposes of the Trans-Tasman Proceedings Act 2010 (Cth) as amended, you agree this credit application is to be construed as an ‘exclusive choice of court agreement’ and you agree to the jurisdiction of an Australian court to the exclusion of the courts of any other country.

20. Guarantors

The guarantors each agree to be bound by these terms such that they are jointly and severally bound by them together with the agency.

21. Change in ownership structure

This agreement is made in respect of the owners and/or directors of you as at the date of application. You agree to notify us in writing within seven (7) days of any change whatsoever in ownership structure and further indemnify us against any loss or damage that may result from your failure to notify us of any such change. If there is a change in your ownership of which we in our discretion deem to be material, we may suspend or withdraw all credit facilities and require that you submit a new Credit Application. If your Australian Business Number (ABN) is de-registered, you agree to notify us in writing within two (2) business days of the de-registration and indemnify us against any loss or damage that may result from your failure to notify us of any such de-registration.



Terms and Conditions of Credit



22. Payment in full

Legal ownership of EMD's, VMPD's and travel related products issued on your request and supplied by Air Tickets shall not pass to your Agency until those goods supplied by Air Tickets to your Agency have been paid for in full.

23. Credit Card Charge Guarantee

(a) In consideration of Air Tickets issuing duly authorised travel documents as requested by you for credit card charges, Air Tickets will issue against credit card charges as per your ticket order provided that the airlines accept credit cards for the fare requested.

(b) It is your Agency's responsibility to ensure that you have the passenger's authorised signature on file for every ticket order requested and to query with the passenger any suspected forgeries or discrepancies in the signatures.

(c) Your Agency is solely responsible for all forms of credit card fraud or where the airline does not accept a signature or otherwise does not accept the credit card payment.

(d) Should the airline issue an agency debit memo (ADM) for any credit card disputes Air Tickets will request a copy of the authorised signature to dispute with the airline.

(e) If Air Tickets incurs any expense or liability to the airline or any other person as a result of credit card fraud, credit card irregularity or you not complying with your obligations in respect of credit cards as set out above, your Agency shall pay such costs to Air Tickets within 7 days of demand including any legal costs suffered or incurred.

(f) Air Tickets refer you to the IATA Travel Agents Handbook and in particular the "Code of Practice for Credit Card and Other Card Transactions Made Against an Airline's Merchant Agreement" and the IATA resolution 890 Card Sales Rules.

(g) To obtain a copy of this handbook, you can either, order a hard copy from www.iataonline.com or download an electronic copy from www.iata.org/agenthome.

(h) Air Tickets strongly urges that the section on card fraud be read and understood before undertaking non face to face card transactions.

24. Use of personal information

(a) In addition to the above general conditions, I/we agree that for the purposes of processing my/our application for credit facilities:

- a. that Air Tickets may seek consumer credit information (Section 18K (1) (b) Privacy Act 1988)
- b. obtain from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit
- c. exchange information with other credit providers (Section 18N (1) (b) Privacy Act 1988).

(b) I/we agree to Air Tickets obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Air Tickets or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to the company.

(c) I/we agree that Air Tickets may disclose my/our personal information to persons within the Air Tickets organisation and to third parties comprising airlines, courier companies and VEDA Advantage.

(d) I/we also agree that Air Tickets may use my/our personal information for marketing purposes.

(e) To the best of Air Tickets' knowledge, each of the third parties to whom we disclose your personal information has in place a privacy policy that complies with the requirements of the Privacy Act 1988.

25. Photo identification

To complete the application process, you agree to provide us with one form of current photo identification. Acceptable identification for the purposes of this clause can be either a passport or a driver's license. Any other form of photo identification will not be acceptable to us unless we have agreed in writing to accept that form of photo identification.

All forms outlined in the Credit Account Application must be signed before credit will be assessed and is subject to Air Tickets management approval.

I/WE, the undersigned, hereby declare that I/WE have read, understand and agree to the Terms and Conditions of Credit.

Dated the

day of

20

Signed by the Director / Proprietor / Guarantor

Name of the Director / Proprietor / Guarantor

Signed by the Director / Proprietor / Guarantor

Name of the Director / Proprietor / Guarantor



Guarantee and Indemnity

In consideration of Helloworld Travel Services (Australia) Pty Ltd (ABN 84 003 237 296) trading as Air Tickets and its successors and assigns ("the Company"), agreeing to provide goods and/or services to the following agency ("the Agency"):

Name of Agency:

Of:

Name of Guarantor/s:

Guarantor:

Guarantor:

1. Due and punctual payment

I/We, the abovementioned Guarantor(s), hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Agency under the Company's Terms and Conditions or whether arising in any other way on any other account whatsoever.

2. Continuing guarantee

This Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor(s) shall remain liable notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Agency or the Guarantor(s) or the waiver by the Company of any breach by the Agency of its obligations to the Company or the liquidation of the Agency or the Agency having an Administrator appointed or entering into a Deed of Company Arrangement or the bankruptcy or death of the Guarantor(s) or any one of them and the liability of the Agency ceasing or becoming extinguished for any reason.

3. Demand for payment

I/We will make due and punctual payments to the Company upon demand being made by notice or letter given to the Guarantor(s) and such demand or notice or letter shall be deemed to be duly made or given in writing and left at or sent by prepaid post to the address of the Guarantor(s) as set out below.

4. If payments deemed void or illegal

If any payments made by the Agency and/or Guarantor(s) are deemed void or illegal and subsequently refunded, it shall be deemed not to have discharged the Agency's and/or the Guarantor(s) liabilities in respect thereof.

5. Fees and additional costs

I/We declare that the Guarantor(s) shall pay all losses, damages, costs, fees, charges and expenses including legal costs on an indemnity basis incurred by the Company arising out of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Agency and/or the Guarantor of the covenants contained herein.

6. Interest

If the Guarantor(s) fails to comply with their obligations then the Guarantor shall, in addition to all monies owing by the Agency, will also be liable to pay interest on all outstanding amounts at 12% calculated from the time such amount falls due until it is received in full by the Company.

7. Indemnity

I/We declare that if any of the obligations hereby guaranteed shall not be enforceable against the Agency purported to be primarily liable hereunder, this Guarantee shall be constructed as an indemnity and the Guarantor(s) hereby indemnifies the Company in respect of any failure by the Agency or make payment or perform or observe any covenant, obligation, term or condition of this Guarantee and from and against all losses, damages, costs, charges and expenses of any kind which the Company may incur because of or arising out of the default by the Agency under the Company's Terms and Conditions or howsoever arising.

8. Charge

At the sole discretion of the Company, the Agency and/or the Guarantor(s) jointly and severally charge (as beneficial owners) all freehold and leasehold interest in land and in any assets that the Agency and/or Guarantor(s) now or during the

course of this agreement acquire. The Agency and/or Guarantor(s) consent to the Company lodging a caveat or caveats noting its interest pursuant to such charge.

9. Changes in company structure

I/We agree this guarantee shall not be affected by any changes in the constitution of the agency and/or the Guarantor(s) by way of reconstruction, consolidation, absorption, merger or amalgamation. The Guarantor(s) will not be released from any of their obligations unless the Company has given the Guarantor(s) written notification of such release. The Guarantor(s) will be required to seek a release in writing within 7 days of any such changes. Further, the Guarantor(s) will indemnify the Company against any loss or damage that may result from the Guarantor's failure to notify us of any such change.

10. If payments deemed preferences

I/We agree to indemnify the Company and keep it indemnified from and against all losses, damages, costs, charges and expenses of any kind which the Company may incur because of or arising out of the failure by the Agency to pay any monies which are due and payable to the Company or because in or before any liquidation, bankruptcy or insolvency of the Agency an amount is paid to the Company which it is subsequently obliged to pay out on the ground that payment of the amount to it was a preference.

11. Proving debt in liquidation or bankruptcy

If the Agency is in liquidation or is bankrupt, the Guarantor(s) are not entitled to prove in the liquidation or bankruptcy in competition with the Company to diminish any dividend or payment which but for the Guarantor(s) proof the Company would be entitled to receive in the liquidation or bankruptcy or to assert any right of subrogation or indemnity in respect of any monies paid by the guarantor to the Company until the Company have actually received 100 per cent in the dollar in respect of all monies due.

12. Jurisdiction

I/We unconditionally submit to this guarantee being governed by and construed in accordance with the laws of the state of Victoria and, where applicable, the Commonwealth of Australia, and I/we submit to the exclusive jurisdiction of the courts of Victoria. For the purposes of the Trans-Tasman Proceedings Act 2010 (Cth) as amended, I/we agree this credit application is to be construed as an 'exclusive choice of court agreement' and you agree to the jurisdiction of an Australian court to the exclusion of the courts of any other country.

13. General provisions

In the above provisions, references to persons include references to a firm, a body corporate, and association whether incorporated or not, a government and a governmental, semi-governmental and local authority and agencies and words and expressions, including defined terms, in singular form include a reference to cognate words and expressions in plural form and vice versa and words and expressions importing a particular gender include respective references to cognate words and expressions importing each other gender.

14. Photo identification

To complete the application process, you agree to provide us with one form of current photo identification. Acceptable identification for the purposes of this clause can be either a passport or a driver's license. Any other form of photo identification will not be acceptable to us unless we have agreed in writing to accept that form of photo identification



Guarantee and Indemnity



AND THE GUARANTOR(S) HEREBY DECLARE that I/WE understand the nature and effect of the Guarantee & Indemnity and that I/WE have had the opportunity of obtaining legal advice before signing this Guarantee & Indemnity.

Dated the day of 20

Signed by the Guarantor

Name of Guarantor

Personal Address of Guarantor

Suburb

State Postcode

Signed by the Guarantor

Name of Guarantor

Personal Address of Guarantor

Suburb

State Postcode

Signed by the Witness

Name of Witness

Address of Witness

Suburb

State Postcode

Signed by the Witness

Name of Witness

Address of Witness

Suburb

State Postcode



Credit Account Application



Checklist for Credit Account Application

Please complete the following checklist to ensure that all the requirements for the Credit Application have been fulfilled.

All pages have been fully completed	<input type="checkbox"/>
The Guarantee and Indemnity has been signed by all Guarantors and witnessed	<input type="checkbox"/>
The Terms and Conditions of Credit has been accepted and signed	<input type="checkbox"/>
Copies of the following documents are attached	
Proof of Travel Agency / Industry Experience	<input type="checkbox"/>
Current Photo Identification (Drivers License or Passport)	<input type="checkbox"/>
Copies of the following if applicable	
AFTA membership	<input type="checkbox"/>
ATAS accreditation number	<input type="checkbox"/>
Proof of insolvency protection	<input type="checkbox"/>
The following optional form have been completed and signed by a current director	
Direct Debit Request (if applicable)	<input type="checkbox"/>

Please send the completed and signed original forms and copies of documents to:

- Air Tickets Accounts

*Level 2, 179 Normanby Road,
South Melbourne VIC 3205*