

TravelPay - New Agent Activation Form



This agreement dated (DD/MM/YYYY): is between the following parties in compliance with the terms and conditions overleaf:

1. TravelPay, a division of Zenpay Pty Ltd (ABN 63 056 881 942) of 5-9, 5 Rosebery Place, Balmain NSW 2041 (referred to in this agreement as **we** or **us** or **Zenpay**) and;

2. ABN
Company Name/ Sole Trader/ Trust (e.g. XYZ Pty Ltd) (Referred to in this agreement as **you** or the **Agent**) ACN

AGENT DETAILS

Agency Name Group
Street Address (No PO Boxes) Suburb Postcode
ATAS Membership Number Mid Office Software
Store Contact Name Role at Agency
Store Contact Email: (Admin User Login) Store Phone Number
Beneficial Owner: Owner Mobile Number
Beneficial Owner Identity: Driving Licence **AND** Passport Number:

AGENT BANK ACCOUNT DETAILS

Account Name
Account Number
BSB

AGENT BENEFICIAL OWNER DECLARATION

I agree to enter into this agreement with Zenpay Pty Ltd ABN 63 056 881 942 to use the TravelPay product and authorise Zenpay t/a TravelPay to credit and debit the current or future nominated bank accounts in accordance with this agreement.

Direct Debit Request: I request that any moneys due under the terms of this document be drawn by Zenpay Pty Ltd (User ID 428563) under the Direct Debiting System from my account stated above. I acknowledge that this Direct Debiting arrangement is governed by the terms of the Direct Debit Service Agreement provided on www.TravelPay.com.au

Travel Agent Beneficial Owner Signature Date (DD/MM/YYYY)
Authorised person to sign
Print Name

DOCUMENTATION REQUIRED

This form must be accompanied by a copy of **Photo ID** along with one of the following to demonstrate accuracy and ownership of the bank account:

- Agency Logo to appear online (.jpg, .bmp)
- Photo ID - Drivers Licence (Front & Back) and Passport
- One (1) of the following items to demonstrate accuracy and ownership of the bank account. Your chosen option must clearly show the bank account details (BSB, Bank A/c Number & Account Name) and the Agency name:
 - Front page of bank statement for client account
 - Crossed out cheque or deposit slip
 - Letter from bank

Email completed form, required documentation and agency logo to: forms@travelpay.com.au

Agent Code:
TravelPay to assign

RETURN COMPLETED FORM BY: Scan and Email: forms@travelpay.com.au
Queries: Email: info@travelpay.com.au or Call: (02) 9556 7580

TERMS AND CONDITIONS

1. Definitions

Beneficial Owner is a person who owns 25% or more of the Merchant Company entity.

Card means the credit, debit or other account nominated or used to make a Payment to a Travel Agent.

Cardholder means the owner or signatory of the Card nominated to make a Payment to a Travel Agent.

Customer means a person who has an agreement to make Payments to a Travel Agent, or an entity with whom the Travel Agent acts, for a travel itinerary on which the Customer is included. For the purposes of this agreement, it also includes any person who makes Payments via the TravelPay program on behalf of the Customer on the condition that the person making the Payment has provided written permission to the Travel Agent.

Fees means all establishment, Payment processing or other fees charged by TravelPay.

Nominated Bank Account means the bank account nominated by you for the purpose of receiving payments and for payment of any Fees due by you.

Payment in relation to a Customer, means the amount a Customer pays to a Travel Agent by using TravelPay.

Payment Processing Fee means any processing or transaction fee applied by TravelPay and paid by either the Customer or you.

Privacy Law means all legislation, principles, and industry codes and policies regulating the handling of personal information including the Australian Privacy Act 1988.

Travel Agent (you) means any travel entity to whom Payments are payable and which are processed using TravelPay.

TravelPay (we or us) means the program developed by Zenpay Pty Ltd ABN 63 056 881 942 for the processing of Payments.

2. Agency

21 Agency

You appoint us as your agent for the purpose of receiving Payments from a Customer. This appointment is limited to the performance by us of acts necessary to receive these payments from your Customers. We are not authorized to act on your behalf in any other capacity or to bind you in any other way.

22 When you submit and confirm payment details, and thereby process a payment on the Merchant WebPay page of this website, you are authorising TravelPay to collect that amount on your behalf.

23 No Collection

You acknowledge that:

- we are not a collection agent;
- we are not responsible for collecting Payments nor are we liable if a Customer fails to pay any amounts due to you;
- we are not obliged to do anything to recover outstanding Payments, participate in or resolve any dispute between you and a Customer or levy any charges that you may wish to impose on a Customer;
- this agreement does not alter your relationship with your Customer; and
- this agreement does not oblige us to deal with your Customers except to the extent necessary to assist in the receiving of Payments from them.

3. Payments and Fees

31 Payments

Payments, net of any Fees, will be transferred to your Nominated Bank Account within three banking days after the payment was made subject to normal banking and transaction processing operations

32 Payment Processing Fee

A Payment Processing Fee is payable in relation to all Payments made on this website. You can choose to pass this fee onto the Customer/Cardholder or to absorb the fee using the options in the 'Apply Processing Fee' section. TravelPay will deduct the Processing Fee from the total amount processed before remitting Payments to you. Should you choose to pass the fee on, you must disclose the fee to your Customer prior to taking their Payment.

33 Failed Payment Fee

In the event of a scheduled Payment being rejected by the Customer's Card or other provider, you or the Customer will pay to TravelPay a Failed Payment Fee of

\$1.00 which will be automatically deducted from your Nominated Bank Account or your Customer's Card four days after we receive notification of the rejected payment. If deducted from you, you can opt to on-charge this amount to the Customer. The Failed Payment Fee does not apply to any failed one-off online payments.

34 The Payment Processing Fee and other fees charged directly by TravelPay are not refundable under any circumstances.

4. Amendments to this Agreement

We reserve the right to vary or amend any term of this agreement or deny any product or service at any time and any change will be effective from the date we nominate when we advise you of the change. You are deemed to have accepted changes unless we receive written notice to the contrary within 14 days of the date of the advice of the change.

5. Responsibilities

51 Our responsibilities:

- transfer cleared funds due to you to your Nominated Bank Account; and
- provide a reconciliation file for monies deposited, recalled, or refunded into your Nominated Bank Account.

52 Your responsibilities

- you must notify us of a change to your Nominated Bank Account by completing the nominated form and providing the requirement supporting documents. Changes could take up to five business days; implement processes and procedures to ensure the security of credit card numbers given to you in accordance with the principles of PCI DSS requirements;
- exercise care and take necessary precautions to prevent fraudulent, illegal or Disputed Payments from occurring;
- ensure that you hold original written authorisation from your Customer for any Payments you process via TravelPay;
- disclose your participation in the TravelPay Program to any Customer if you are legally or otherwise required to;
- not make payments to yourself (i.e. not use your own credit card to process a payment through TravelPay); and
- provide to us and authorise usage by us of your logo, name or similar branding in conjunction with the TravelPay Program.

6. Termination

61 You or we may terminate this Agreement at any time.

62 Liability for Termination

Termination of this Agreement will be without prejudice to our respective rights (including the right to damages) at law or in equity.

63 Obligations on termination

On termination, you must pay us any outstanding amounts payable under this Agreement including in relation to any disputes received post-termination. We will process this total payable amount upon termination of this agreement.

7. Indemnities

- 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.
- You indemnify us against any liability or loss that we may suffer or incur arising from a breach by you of 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.
- You indemnify and hold TravelPay harmless from and against all claims, costs, liabilities and expenses suffered or incurred by TravelPay as a result of TravelPay being obliged, for any reason, to refund Payments before or after the corresponding amount has been remitted to you. In certain circumstances, TravelPay will be obliged to recover Disputed Payments, collected on your behalf, from you.

8. Privacy

You agree to comply with all Privacy Laws. We agree to comply with the issued Merchant Payment solutions Privacy Policy.

9. Disputed Payments, Chargebacks and Refunds

91 Responsibility

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.

92 Notice

TravelPay will promptly notify you if a Payment is refunded by TravelPay, or if TravelPay receives notice of a Disputed Payment that might lead to such refund. You must do everything necessary to enable TravelPay to avoid having to refund Payments. This includes, for example, providing information about the goods and services you supplied and the Customer's authorisation in relation to a Payment.

93 Resolution of Disputes

Notice of a Disputed Payment will be successfully refunded if you provide clear authorisation from your Customer that is subsequently accepted by your Customer's or the Cardholder's financial institution. Should the Disputed Payment not be refunded, you will need to resolve the matter directly with your Customer.

94 Refund

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, a Cardholder, their bank or a refund is otherwise debited from our account, then:

- we will be discharged from any obligation to remit that amount to you;
- you must reimburse us for that amount and/or we may set amounts due to you under this clause off against any other remittance due by us to you and/or deduct amounts from your Nominated Bank Account; and
- the refund will be processed back to the credit card used in the originating transaction.

95 Recovery

If you pay money to TravelPay in accordance with paragraph 9.4 and TravelPay subsequently recovers funds from the Cardholder, then TravelPay will deposit the amount into your nominated bank account by electronic funds transfer.

10. Licences and Authority

You represent and warrant that you hold all statutory licences and authorities necessary for the operation of your entity and the collection of Payments. You acknowledge that we are not providing any payment facility in addition to our stated services.

11. Beneficial Owner

You provide consent for us to undertake checks to confirm your identity and to confirm the beneficial ownership of your Company. These checks may involve confirming information using third party databases.

12. Authority to Credit and Debit

121 Authority

You authorise us to credit and debit your Nominated Bank Account in accordance with the terms and conditions set out within this agreement.

122 Payment Failure

Should the debiting of any amount due by you under this Agreement be unsuccessful, we will automatically retry after five business days. Should any amount remain unpaid by this time, we will attempt to contact you and we reserve the right to off-set any amounts due against any Payments due to you.

123 Errors

- You represent and warrant that the details of your Bank Account you provided to TravelPay are true and correct. You indemnify TravelPay from any claims made against TravelPay as a result of Payments made pursuant to incorrect information you have supplied; and
- You authorise us to debit your Nominated Bank Account by the amount of any previously credited amount that was subject to banking, system or human error and which has been notified to you