

# TravelPay - Travellers Choice New Agent Activation Form

# TravelPay™

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	<input type="text"/>	Group	<input type="text"/>		
Street Address(No)	<input type="text"/>	Suburb	<input type="text"/>	Postcode	<input type="text"/>
ATAS Membership Number	<input type="text"/>	Mid Office Software	<input type="text"/>		
Store Contact Name	<input type="text"/>	Role at Agency	<input type="text"/>		
Store Contact Email: (Admin User Login)	<input type="text"/>	Store Phone Number	<input type="text"/>		
Beneficial Owner:	<input type="text"/>	Owner Mobile Number	<input type="text"/>		
Beneficial Owner Identity:	<input type="radio"/> Driving Licence <b>AND</b> <input type="radio"/> Passport Number:	<input type="text"/>			

## AGENT BANK ACCOUNT DETAILS

Account Name	<input type="text"/>
Account Number	<input type="text"/>
BSB	<input type="text"/>

## 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](http://www.TravelPay.com.au)

Travel Agent Beneficial Owner Signature	<input type="text"/>	Date (DD/MM/YYYY)	<input type="text"/>
Authorised person to sign			
Print Name	<input type="text"/>		

## 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](mailto:forms@travelpay.com.au)**

Agent Code: TravelPay to assign	<input type="text"/>
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RETURN COMPLETED FORM BY: Scan and Email: [forms@travelpay.com.au](mailto:forms@travelpay.com.au)

Queries: Email: [info@travelpay.com.au](mailto: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.

**Layby Application Form** (or LAF) means the form you and Customer signed to apply for a TravelPay Layby.

**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** means the travel covered by the reservation number(s) shown in the LAF and for which the layby amount is fully refundable.

**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.

**TravelPay Layby** means the program developed by Zenpay Pty Ltd to enable Travel Agents' customers to pay by installments.

**Travel Provider** means the airline, accommodation, cruise provider or any other travel wholesaler providing the services included in the TravelPay Layby.

### 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 authorised 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 authorizing 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 Payment being rejected by the Customer's Card or other provider, you or the Customer will pay to TravelPay a Failed Payment Fee 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 Failed Payment Fees

Layby Payment \$50.00  
Scheduled Payment \$1.00

35 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;
- ensure that the LAF is correctly completed by you and the Customer;
- only use LAFs and other Customer payment authorisation forms that have been provided and/or approved in writing by us;
- immediately process or deliver LAFs after they have been completed; and
- securely store any paper Customer Registration Forms after they have been processed for a period of seven years from the last transaction.

### 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 and any Layby applications. 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 refuted 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 refuted, 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 to us 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

As the Beneficial Owner, you understand that we are obliged to undertake necessary identity checks on you and to confirm your beneficial ownership of the Company detailed in section 2. You provide consent for these checks which 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 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.

### 13. Layby Services

#### 131 How TravelPay Layby works

- You and the Customer submit a LAF for Travel (flights, cruises, accommodation, car rental etc.).
  - TravelPay Layby is only available on Travel which is fully (100%) refundable up to the date of the final installment; and
  - The final installment must be made by the earlier of 14 days prior to the date of departure or the date the Travel is no longer 100% refundable.
- Once we have confirmed acceptance of the application to you and the Customer, we will immediately charge the Customer's Card the amount of the Establishment Fee shown on the LAF plus the first installment; advance the total amount shown in the LAF to your Nominated Bank Account within three business days of the application being accepted;
- we will debit the monthly installment payments, which include Fees, from the Card on your behalf and deposit such amounts into a bank account held by us;
- TravelPay will notify you of any failure of the Customer to pay an installment Payment; and
- TravelPay will advise you and the Customer when all installments have been successfully processed and the total travel amount advanced to you in respect of that Customer has been repaid.

#### 132 Your roles and responsibilities

- 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 installments.
- You authorise TravelPay to apply the installment payments toward repayment of the total amount owed to you by the Customer and advanced to you by TravelPay in respect of that Customer.
- You must ensure that all Travel booked by the Customer using the TravelPay Layby facility has been organised and is paid for as required by the third-party suppliers of that Travel in accordance with the application.
- You must use the amount we advance to you only for payment of the Travel booked by the Customer and the subject of the LAF.
- You must not apply any additional fees to the Customer for using the TravelPay Layby facility.
- You must provide all Customer and Travel documents, including terms and conditions relating to cancellations and refunds, as may be required to enable TravelPay to assess applications.
- You must act upon our direction when releasing the Travel to the Customer. This includes not releasing Travel documentation, tickets or confirmation numbers to the Customer before we advise you that Customer has completed all installment payments for Travel.
- You must obtain, by means of the LAF or otherwise, an irrevocable direction from your Customer to act upon our direction to cancel and/or request a refund for the Travel when appropriate.
- You may provide a refund to the Customer only with our written agreement.
- If you release or issue the Travel or the Travel is 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 installment payments from Customer.
- You must implement processes and procedures to ensure the security of credit card numbers given to you in accordance with the principles of PCI DSS requirements.

#### 133 Cancellations and refunds

- You must notify us within two days if a Customer requests that you cancel their Travel or their TravelPay Layby arrangement.
- Alternatively, we may direct you to cancel the Travel for non-payment.
- If we or the Customer request cancellation, you must immediately cancel the Travel and obtain the maximum available refund from the third-party providers.
- Where possible, you must ensure that the refund amount is paid to TravelPay. Otherwise, you must pay to us the full refund amount.
- We will apply all such refunds against the amount we advanced to you for the Travel and our Fees.
- We rely on your expertise and integrity. Any failure on your part to co-operate with us in these situations may compel us to take whatever steps are appropriate to protect our interests.

#### 134 Customer installment failures

- If a Customer installment fails, is disputed and/or charged back by the Customer's Card facility, we will notify the Customer that the installment must be paid within five days to enable their Travel booking to proceed.
- Should the Customer not complete the installment payment within five days, we may direct you to cancel the Travel.
- You must exercise care and take reasonable precautions to prevent incorrect, fraudulent, illegal, reversed or disputed Payments from occurring.
- You must do everything necessary to enable us to avoid having to refund payments.
- Notice of a disputed payment or chargeback will be successfully refuted if you provide clear authorisation from your Customer that is subsequently accepted by the Cardholder's financial institution. Should the disputed payment or chargeback not be refuted, you will need to resolve the matter directly with your customer.
- 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; and
  - 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.
- If you pay money to TravelPay in accordance with paragraph 13.4(i) and TravelPay subsequently recovers funds from the Cardholder, then TravelPay will deposit the amount into your nominated bank account by electronic funds transfer.