

Consolidated Travel Credit Application Form



Consolidated Travel
Group

To Be Completed By Applicants

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

Business Details

Legal Name	<input type="text"/>	Established	<input type="text"/>		
Trading As	<input type="text"/>	GST Registered	<input type="text"/>		
ACN	<input type="text"/>	ABN	<input type="text"/>		
Entity	<input type="text"/>	Business Premises	<input type="text"/>		
Bank Name	<input type="text"/>	Branch Name	<input type="text"/>		
Buying / Franchising Group	<input type="text"/>				
Is business run by a trading trust	<input type="checkbox"/>	If yes, Name	<input type="text"/>		
Address	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
Phone	<input type="text"/>	Fax	<input type="text"/>		

Agent Details

ATAS Accreditation Number	<input type="text"/>	IATA No.	<input type="text"/>
GDS System	<input type="text"/>	PCC	<input type="text"/>
Accounts Contact Name	<input type="text"/>	Email	<input type="text"/>

Contact Details

Physical		Billing	<input type="checkbox"/> Same as Physical		
Address	<input type="text"/>	Address	<input type="text"/>		
State	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
Phone	<input type="text"/>	Phone	<input type="text"/>	Fax	<input type="text"/>
Mobile	<input type="text"/>	Mobile	<input type="text"/>		
Email	<input type="text"/>	Email	<input type="text"/>		

Owner/Partner/Director – Person 1

Full Name	<input type="text"/>		
Home Address	<input type="text"/>		
State	<input type="text"/>	Post Code	<input type="text"/>
Phone	<input type="text"/>	DOB	<input type="text"/>
Driver's License Number	<input type="text"/>		

Owner/Partner/Director – Person 2

Full Name	<input type="text"/>		
Home Address	<input type="text"/>		
State	<input type="text"/>	Post Code	<input type="text"/>
Phone	<input type="text"/>	DOB	<input type="text"/>
Driver's License Number	<input type="text"/>		

Trade Reference 1

Business Name	<input type="text"/>		
Average Monthly Spend \$	<input type="text"/>		
Address	<input type="text"/>		
State	<input type="text"/>	Post Code	<input type="text"/>
Contact Name	<input type="text"/>	Phone	<input type="text"/>

Trade Reference 2

Business Name	<input type="text"/>		
Average Monthly Spend \$	<input type="text"/>		
Address	<input type="text"/>		
State	<input type="text"/>	Post Code	<input type="text"/>
Contact Name	<input type="text"/>	Phone	<input type="text"/>

Declaration

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 (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.

Agent Signature

<input type="text"/>	Name	<input type="text"/>
<input type="text"/>	Position	<input type="text"/>
<input type="text"/>	Date	<input type="text"/>

Consolidated Travel Signature

<input type="text"/>	Name	<input type="text"/>
<input type="text"/>	Position	<input type="text"/>
<input type="text"/>	Date	<input type="text"/>

Office Use Only

Account / Ref No	Credit Limit	Approved By	Data Entered	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Consolidated Travel Pty Ltd - ABN 60 004 692 791
1300 134 538 | ctgsales@consolidated.travel

Melbourne (Head Office)
Level 7, 246 Bourke St
Melbourne VIC 3000

Sydney
Australia Square Tower
Level 20, Suite 20.08,
264-278 George St
Sydney NSW 2000

Brisbane
Level 8, 243 Edward St
Brisbane QLD 4000

Perth
PO Box 24290
Melbourne VIC 3000

Adelaide
PO Box 24290
Melbourne VIC 3000

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Consolidated Travel Pty Ltd and its successors and assigns ("Consolidated") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply tickets and/or services to

("the Agent") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE** the due and punctual payment to Consolidated of all monies which are now owing to Consolidated by the Agent and all further sums of money from time to time owing to Consolidated by the Agent in respect of tickets and services supplied or to be supplied by Consolidated to the Agent or any other liability of the Agent to Consolidated, and the due observance and performance by the Agent of all its obligations contained or implied in any contract or agreement with Consolidated, including but not limited to the Terms & Conditions of Trade signed by the Agent and annexed to this Guarantee and Indemnity. If for any reason the Agent does not pay any amount owing to Consolidated the Guarantor will immediately on demand pay the relevant amount to Consolidated. In consideration of Consolidated agreeing to supply the tickets and/or services to the Agent, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Consolidated registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Consolidated and each director of Consolidated as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Consolidated may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** Consolidated on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Consolidated in connection with:
 - (a) the supply of tickets and/or services to the Agent; or
 - (b) the recovery of monies owing to Consolidated by the Agent including the enforcement of this Guarantee and Indemnity, and including but not limited to Consolidated's nominees contract default fee and legal costs; or
 - (c) monies paid by Consolidated with the Agent's consent in settlement of a dispute that arises or results from a dispute between, Consolidated, the Agent, and a third party or any combination thereof, over the supply of tickets and/or services by Consolidated to the Agent.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood Consolidated's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to Consolidated by the Agent and all obligations herein have been fully paid satisfied and performed.**
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Consolidated's part (whether in respect of the Agent or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Agent's obligations to Consolidated, each Guarantor shall be a principal debtor and liable to Consolidated accordingly.**
- 6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced or affected by:**
 - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of tickets and/or services;
 - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Agent;
 - (b) any other act, omission or event which, but for this provision, might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, posers or remedies conferred by this Guarantee and Indemnity or by law.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.**
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Agent to Consolidated.**
- 9. I/we irrevocably authorise Consolidated to obtain from any person or company any information which Consolidated may require for credit reference purposes. I/We further irrevocably authorise Consolidated to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Consolidated as a result of this Guarantee and Indemnity being actioned by Consolidated.**
- 10. The above information is to be used by Consolidated for all purposes in connection with Consolidated considering this Guarantee and Indemnity and the subsequent enforcement of the same.**

For and on behalf of the Agent I/We confirm I/We have read, understood and accept the terms of this Guarantee and Indemnity and I/We agree to be bound by this Guarantee and Indemnity.

Guarantor 1	
Signed	<input type="text"/>
Full Name	<input type="text"/>
Home Address	<input type="text"/>
Date of Birth	<input type="text"/>
Signature of Witness	<input type="text"/>
Name of Witness	<input type="text"/>
Occupation	<input type="text"/>
Present Address	<input type="text"/>
Executed as a Deed this	<input type="text"/> day of <input type="text"/> 20 <input type="text"/>

Guarantor 2	
Signed	<input type="text"/>
Full Name	<input type="text"/>
Home Address	<input type="text"/>
Date of Birth	<input type="text"/>
Signature of Witness	<input type="text"/>
Name of Witness	<input type="text"/>
Occupation	<input type="text"/>
Present Address	<input type="text"/>
Executed as a Deed this	<input type="text"/> day of <input type="text"/> 20 <input type="text"/>

- Note:
1. If the Agent is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
 2. If the Agent is a limited partnership, the Guarantor(s) must be the general partners
 3. If the Agent is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 4. If the Agent is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Consolidated Travel Pty Ltd – Terms & Conditions

1. Definitions
 1.1 **"Agent"** means the person's, entities or any person acting on behalf of and with the authority of the Agent requesting Consolidated to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:
 (a) if there is more than one Agent, is a reference to each Agent jointly and severally; and
 (b) if the Agent is a partnership, it shall bind each partner jointly and severally; and
 (c) if the Agent is an executor of a part of a Trust, shall be bound in its own capacity as a trustee; and
 (d) includes the Agent's successors, administrators, successors, and permitted assigns.

1.2 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B. occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance records or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.
 1.3 **"Consolidated"** means Consolidated Travel Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Consolidated Travel Pty Ltd.

1.4 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments extended to be supplemented to this Contract.
 1.5 **"Cookies"** means small files which are stored on a user's computer. They are required to hold a modest amount of data (including Personal Information) specific to a particular client website and can be accessed either by the web server or the client's computer. **If the Agent does not wish to allow Cookies to operate in the background when using Consolidated's website, then the Agent shall have the right to enable/disable the Cookies first by selecting the option of "disable cookies" on the website, prior to making enquiries via the website.**
 1.6 **"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) 1999" (Cth).

1.7 **"Price"** means the Price payable (plus any GST where applicable) for the Tickets or Services as agreed between Consolidated and the Agent. The Price shall include all taxes, charges, fees and other charges. In the event that the Agent wishes to purchase any of the Services, the Agent shall have the right to request a copy of the Price schedule.
 1.8 **"Services"** means all Tickets or Services supplied by Consolidated to the Agent at the Agent's request from time to time (where the context so permits the terms "Tickets" or "Services" shall be interchangeable for the other).

2. Acceptance
 2.1 The Agent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Agent places an order for or accepts delivery of the Tickets.
 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 2.3 Any amendments to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 The Agent acknowledges that:
 (a) the supply of Tickets on credit shall not take effect until the Agent has completed a credit application with Consolidated and it has been approved by Credit Limit established for the account. In the event that the supply of Tickets requested exceeds the Agent's credit limit and/or the account exceeds the payment terms, Consolidated reserves the right to refuse delivery;
 (b) the Price shown is in Australian Dollars unless explicitly noted otherwise;
 (c) all Prices are subject to availability and can be changed or withdrawn prior to acceptance and payment being made by the Agent;
 (d) airfares, surcharges, and other prices offered can increase with limited notice even though the Agent's arrangements have been confirmed (due to currency fluctuations, tax changes and for other reasons). Such Price increases are beyond Consolidated's control, and the Agent shall be liable to pay for any such increases; and
 (e) Government or local authorities may change or introduce new taxes after the Agent has paid in full which the Agent shall be liable to pay.
 2.5 Consolidated may provide the Agent with general information from public sources or information made available from Consolidated's suppliers and brochures, however Consolidated has not verified that information and (to the maximum extent permitted by law) do not accept any liability for any inaccuracies or misrepresentations contained in such information. Consolidated is not liable or responsible for the Agents compliance with local laws, regulations, and other requirements.
 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or with any Regulations referred to in that Act.

3. Errors and Omissions
 3.1 The Agent acknowledges and accepts that Consolidated shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 (a) resulting from an inadvertent mistake made by Consolidated in the formation and/or administration of this Contract; and/or
 (b) contained in/furnished from any literature (hard copy and/or electronic) supplied by Consolidated in respect of the Services.
 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or fraud of Consolidated, the Agent shall not be entitled to treat this Contract as repudiated nor render it invalid.
 3.3 In circumstances where the Agent is required to place an order for Tickets, in writing, or otherwise as permitted by these terms and conditions, the Agent is responsible for supplying correct order information when placing an order for Tickets ("Agent Error"). The Agent must pay for all Tickets (orders from Consolidated notwithstanding that such Tickets suffer from an Agent Error) that the Agent has not taken or refuses to take delivery of such Tickets. Consolidated is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Agent Errors.

4. Change in Control
 4.1 The Agent shall give Consolidated not less than fourteen (14) days prior written notice of any proposed change of ownership of the Agent and/or any other change in the Agent's details (including but not limited to, changes in the Agent's name, address, contact phone or fax numbers, change of trustees, 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.
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" (Cth)) 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 or supplies) in accordance with the GST Act.
 5.2 The Agent:
 (a) must not issue tax invoices in respect of any commission due to the Agent as referred to in clause 5.1; and
 (b) warrants that they are registered for GST and that they will notify Consolidated if they cease to be registered.
 Consolidated will not issue a document that would otherwise be an RCTI, or on after the date Consolidated becomes aware that either party is not registered for GST.

5.3 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. Price and Payment
 6.1 At Consolidated's sole discretion the Price shall be indicated on a Recipient Created Tax Invoice (RCTI) provided by Consolidated to the Agent in accordance with (a) or (b) as specified.
 6.2 Consolidated reserves the right to change the Price if as a variation to Consolidated's quotation is requested or in accordance with clauses 2.4(c), 2.4(f) and 2.4(g). Variations will be charged for on the basis of Consolidated's quotation, and will be detailed in writing, and shown as variations on Consolidated's invoice. The Agent shall be required to respond to any variation submitted by Consolidated within twenty-four (24) hours. Failure to do so will entitle Consolidated to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
 6.3 Time for payment for the Tickets being of the essence, the Price will be payable by the Agent on the date(s) determined by Consolidated, which may be as follows:
 (a) the date specified on any invoice or other form as being the date for payment; or
 (b) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Agent by Consolidated.
 6.4 Payment may be made by electronic/in bank banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Agent and Consolidated.
 6.5 Consolidated may in its discretion allocate any payment received from the Agent towards any invoice that Consolidated determines and may be set off at the time of receipt or at any time afterwards.
 6.6 The Agent shall not be entitled to set off against, or deduct from any Price, any sums owed or claimed to be owed to the Agent by Consolidated, or to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Agent must notify Consolidated in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Consolidated investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Consolidated placing the Agent's account into default and subject to default interest in accordance with clause 17.1.
 6.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Agent may pay to Consolidated an amount equal to any GST the Agent may pay for any supply by Consolidated under this or any other agreement for providing Consolidated's Services, and the Agent must pay any GST the Agent may be liable to pay for at the same time and on the same basis as the Agent pays the Price. In addition, the Agent must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

7. Price Amendments
 7.1 Any changes after booking for any reason may incur an amendment fee plus any of Consolidated's supplier fees. Re-issue or any amendment and upgrade conditions must be completed as per the terms and conditions of the relevant supplier.
8. Provision of the Services
 8.1 Delivery of the Services to a third party nominated by the Agent is deemed to be delivery to the Agent for the purposes of this Contract.
 8.2 Any time spent by Consolidated for delivery of the Services is an estimate only and Consolidated will not be liable for any loss or damage incurred by the Agent as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that Consolidated is unable to supply the Services as agreed solely due to any action or inaction of the Agent, then Consolidated shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

9. Risk
 9.1 Risk of damage to or loss of the Tickets passes to the Agent on delivery and the Agent must insure the Tickets on or before delivery.
 9.2 Airlines or Governments may make changes without or with limited notice to routes, schedules, cancel services, or change entry, visa, health, or quarantine requirements or make other decisions that impact any travel plans. If this occurs, Consolidated will work with the Agent to minimise the impact on the overall trip, however Consolidated is not responsible for any losses or additional costs that arise.
10. Compliance with Laws
 10.1 The Agent and Consolidated shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

11. Title
 11.1 Consolidated and the Agent agree that ownership of the Tickets shall not pass until:
 (a) the Agent has paid Consolidated all amounts owing to Consolidated; and
 (b) the Agent has met all of its other obligations to Consolidated.
 11.2 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 until then Consolidated's ownership of the Ticket(s) or rights in respect of the Ticket(s) shall remain with Consolidated.
 11.3 It is further agreed that, until ownership of the Tickets passes to the Agent in accordance with clause 11.1:
 (a) where practicable the Ticket(s) shall be kept in the Agent's possession until Consolidated has received payment and all other obligations of the Agent are met;
 (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;

(c) Consolidated shall have the right of stopping the supply of Ticket(s);
 (d) the Agent must not sell, dispose or otherwise part with possession of the Tickets other than in the ordinary course of business. If the Agent sells, disposes or parts with possession of the Tickets then the Agent must hold the proceeds of any such act on trust for Consolidated and must pay or deliver the proceeds to Consolidated on demand;
 (e) the Agent shall indemnify the money of Consolidated in any way which may be adverse to Consolidated;
 (f) the Agent shall not charge or grant an encumbrance over the Tickets nor grant nor otherwise give away any interest in the Tickets while they remain the property of Consolidated; and
 (g) Consolidated may commence proceedings to recover the Price of the Tickets sold notwithstanding that ownership of the Tickets has not passed to the Agent.

Personal Property Securities Act 2009 ("PPSA")
 12.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.
 12.2 The Agent shall execute and conditions in writing the Agent acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Tickets that have previously been supplied and that will be supplied in the future by Consolidated to the Agent, and the proceeds from such Tickets.
 12.3 The Agent undertakes to:
 (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Consolidated may reasonably require to:
 (i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;
 (ii) register any other document required to be registered by the PPSA; or
 (iii) correct a defect in a document referred to in clause 12.3(a)(i) or 12.3(a)(ii);
 (b) indemnify, and upon demand reimburse, Consolidated for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Tickets charged thereby;
 (c) not register a financing charge statement in respect of a security interest without the prior written consent of Consolidated;
 (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Tickets or the proceeds of such Tickets in favour of a third party without the prior written consent of Consolidated;
 (e) immediately advise Consolidated of any material change in its business practices of selling the Tickets which would result in a change in proceeds derived from such sales.

12.4 Consolidated may give notice to the contrary of anything contained in this clause 12, nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
 12.5 The Agent waives their rights to receive notices under sections 118, 121(1), 130, 132(3)(d) and 132(4) of the PPSA.
 12.6 The Agent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 12.7 Unless otherwise agreed to in writing by Consolidated, the Agent waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 12.8 The Agent must unconditionally ratify any actions taken by Consolidated under clauses 12.3 to 12.5.
 12.9 Consolidated and the Agent agree that sections 5, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 12.10 The Agent waives their rights to receive notices under sections 118, 121(1), 130, 132(3)(d) and 132(4) of the PPSA.
 12.11 The Agent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 12.12 Unless otherwise agreed to in writing by Consolidated, the Agent waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 12.13 The Agent must unconditionally ratify any actions taken by Consolidated under clauses 12.3 to 12.5.
 12.14 Consolidated and the Agent agree that sections 5, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 12.15 The Agent waives their rights to receive notices under sections 118, 121(1), 130, 132(3)(d) and 132(4) of the PPSA.
 12.16 The Agent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 12.17 Unless otherwise agreed to in writing by Consolidated, the Agent waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 12.18 The Agent must unconditionally ratify any actions taken by Consolidated under clauses 12.3 to 12.5.

13. Security and Charge
 13.1 In consideration of Consolidated agreeing to supply the Tickets, the Agent charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Agent either now or in the future, and the Agent grants a security interest in all of its present and after-acquired property for the purposes of, including but not limited to, registering Consolidated's security interest over the Agent on the PPSA, to secure the performance by the Agent of its obligations under these terms and conditions (including, but not limited to, the payment of any price of the Tickets);
 13.2 The Agent indemnifies Consolidated from and against all Consolidated's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Consolidated's rights under this clause;
 13.3 The Agent irrevocably appoints Consolidated as each director of Consolidated as the Agent's true and lawful attorney to perform all acts necessary to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Agent's behalf.

14. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)
 14.1 If the Agent is a consumer within the meaning of the CCA, Consolidated's liability for any defective Services is that of the Agent shall:
 (a) 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 specification; and
 (b) 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 fails 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 the purposes of this clause 14.1, the Agent shall be taken to have accepted the Ticket(s) if the Agent, in writing, fails to notify Consolidated of any alleged defect, shortage in quantity, errors, omissions, or failure to comply with the specification; or
 (c) if the Agent fails 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 the purposes of this clause 14.1, the Agent shall be taken to have accepted the Ticket(s) if the Agent, in writing, fails to notify Consolidated of any alleged defect, shortage in quantity, errors, omissions, or failure to comply with the specification; or
 (d) if the Agent fails 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 the purposes of this clause 14.1, the Agent shall be taken to have accepted the Ticket(s) if the Agent, in writing, fails to notify Consolidated of any alleged defect, shortage in quantity, errors, omissions, or failure to comply with the specification;

14.2 The Agent warrants that they have received the Ticket(s) for the purposes of a business and/or for re-supply in trade and 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.
 14.3 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
 14.4 The Agent warrants that they have received the Ticket(s) for the purposes of a business and/or for re-supply in trade and 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.
 14.5 Consolidated acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees of the Competition and Consumer Act 2010 (CCA), or any part thereof however arising.
 14.6 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Consolidated makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. Consolidated's liability in respect of these warranties is limited to the extent permitted by statute.
 14.7 If the Agent is a consumer within the meaning of the CCA, Consolidated's liability is limited to the extent permitted by section 64A of Schedule 2.

15. Credit Card Authority & Liability Acceptance
 15.1 The Agent accepts full responsibility for holding its client's "signature on file" details in its office as set out in clause 14.2 and 22.3. 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 14.2 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.
16. Credit Card Policy
 16.1 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.
 16.2 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.
 16.3 In the event the Agent provides a credit card number in a Ticket(s) request that is incorrect, it usually takes several weeks, 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 debited 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.
 16.4 The Agent shall not accept any credit card sales from requests made from overseas, where the cardholder is not the cardholder under the cardholder's name as 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.
 16.5 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 obtained, in addition to the cardholder's signature on file) that the Agent to keep such documentation (including, but not limited to telephone sales) shall be borne by the Agent.

17. Default and Consequences of Default
 17.1 Interest will accrue on any amounts payable daily from the date when payment becomes due, until the date of payment, at a rate of two and a 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.
 17.2 If the Agent owes Consolidated any money, the Agent shall indemnify Consolidated from and against all costs and disbursements:
 (a) incurred; and/or
 (b) which would be incurred and/or
 (c) for which by the Agent would be liable;
 in regard to legal costs on a solicitor and own client basis, internal administration fees, Consolidated's Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
 17.3 Further to any other rights or remedies Consolidated may have under this Contract, if a Agent has made payment to Consolidated, and the transaction is subsequently reversed, the Agent shall be liable for the amount of the relevant transaction, in addition to any costs incurred by Consolidated under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Agent's obligations under this Contract.
 17.4 Without prejudice to Consolidated's other remedies at law Consolidated shall be entitled to cancel all of any part of any order or contract where the Agent's obligations are not fulfilled and all amounts owing to Consolidated shall, whether or not due for payment, become immediately payable if:
 (a) any money payable by Consolidated becomes overdue, or in Consolidated's opinion the Agent will be unable to make a payment when it falls due;
 (b) the Agent has exceeded any applicable credit limit provided by Consolidated;
 (c) 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
 (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Agent or any asset of the Agent.

18. Cancellation
 18.1 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) under these terms and conditions Consolidated may suspend or terminate the supply of Tickets to the Agent. 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.
 18.2 Consolidated may cancel any Contract to which these terms and conditions apply or cancel delivery of Tickets at any time before the Tickets are delivered by giving written notice to the Agent. On giving such notice Consolidated shall remain liable to the Agent for any money paid by the Agent for the Tickets. Consolidated shall not be liable for any loss or damage whatsoever arising from such cancellation.
 18.3 If the Agent cancels delivery of Tickets, the Agent shall be liable for all losses incurred (whether direct or indirect) by Consolidated as a direct result of the cancellation (including, but not limited to, any loss of profits).
19. Privacy Policy
 19.1 All emails, documents, images, or other recorded information held or used by Consolidated is Personal Information, as defined and referred to in clause 19.3, and therefore considered Confidential Information. Consolidated acknowledges its obligation in relation to the collection, storage, handling, and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part 13C of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any subsequent regulations, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively, "EU Data Privacy Laws"). Consolidated acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Agent's Personal Information, held by Consolidated that may result in serious harm to the Agent, Consolidated will notify the Agent in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Agent in writing. If the Agent consents to Consolidated's use of Cookies on Consolidated's website and later wishes to withdraw that consent, the Agent may manage and control Consolidated's privacy controls via the Agent's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
 The Agent agrees that Consolidated may exchange information about the Agent with those credit providers and with related body corporates for the following purposes:
 (a) to assess an application by the 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 creditworthiness of the Agent including the Agent's repayment history in the preceding two (2) years.
 The Agent consents to Consolidated being given a consumer credit report to collect personal credit information relating to any overdue payment or costs acknowledged that in the event it becomes aware of any data breaches and/or disclosure of the Agent's Personal Information, held by Consolidated that may result in serious harm to the Agent, Consolidated will notify the Agent in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Agent in writing.
 19.5 The Agent agrees that personal credit information provided may be used and retained by Consolidated for the following purposes (and for other agreed purposes or required by):
 (a) the provision of Tickets; and/or
 (b) analysing, verifying and/or checking the Agent's credit, payment and/or status in relation to the provision of Tickets; and/or
 (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Agent; and/or
 (d) enabling the collection of amounts outstanding in relation to the Tickets.
 Consolidated may give information about the Agent to a CRB for the following purposes:
 (a) to obtain a consumer credit report;
 (b) allow the CRB to create or maintain a credit information file about the Agent including credit history.
 The information given to the CRB may include:
 (a) the Agent's personal information as set out in clause 19.3 above;
 (b) name of the credit provider and that Consolidated is a current credit provider to the Agent;
 (c) whether the credit provider is a licensee;
 (d) type of consumer credit;
 (e) details concerning the Agent's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 (f) advice of consumer credit defaults (provided Consolidated is a member of an approved OACI External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Agent no longer has any overdue accounts and Consolidated has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 (g) information that, in the opinion of Consolidated, the Agent has committed a serious credit infringement;
 (h) advice that the amount of the Agent's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
 19.8 The Agent shall have the right to request (by e-mail) from Consolidated:
 (a) a copy of the Personal Information about the Agent retained by Consolidated and the right to request that Consolidated correct any incorrect Personal Information; and
 (b) if Consolidated does not disclose any Personal Information about the Agent for the purpose of direct marketing.
 19.9 Consolidated will destroy Personal Information upon the Agent's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
 19.10 The Agent can make a privacy complaint by contacting Consolidated via e-mail. Consolidated will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Agent is not satisfied with the resolution provided, the Agent can make a complaint to the Information Commissioner at www.oaic.gov.au.
20. Service of Notices
 Any written notice given under this Contract shall be deemed to have been given and received:
 (a) by handing this notice to the other party in person;
 (b) by leaving it at the address of the other party as stated in this Contract;
 (c) by sending it by registered post to the address of the other party as stated in this Contract;
 (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 (e) if sent by email to the other party's last known email address.
 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

21. Trusts
 21.1 If the Agent at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Consolidated may have notice of the Trust, the Agent covenants with Consolidated as follows:
 (a) the Contract extends to all rights of indemnity which the Agent now or subsequently may have against the Trust and the trust fund;
 (b) the Agent has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Agent against the Trust or the trust fund. The Agent agrees to indemnify or compensate Consolidated for any loss or damage or to be a party to any other action which might prejudice that right of indemnity;
 (c) the Agent will not consent in writing of Consolidated (Consolidated will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Agent as trustee of the Trust;
 (ii) any alteration to or variation of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.

22. General
 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability and enforceability of the remaining provisions shall not be affected, produced or impaired.
 22.2 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 in that State. These terms prevail over all terms and conditions of the Agent (even if they form part of the Agent's purchase order).
 22.3 Subject to clause 14, 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 (alternatively Consolidated's liability shall be limited to damages which under no circumstances shall exceed the Price of the Tickets).
 22.4 Consolidated may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Agent's consent.
 22.5 The Agent cannot licence or assign without the written approval of Consolidated.
 22.6 Consolidated may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Agent agrees and understands that they have no authority to give any instruction to any of Consolidated's sub-contractors without the authority of Consolidated.
 22.7 The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts with the Agent by disclosing such to the Agent in writing. These changes shall be deemed to take effect from the date on which the Agent accepts such changes, or otherwise at such time as the Agent makes a further request for Consolidated to provide Tickets to the Agent.
 22.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including, but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party.
 22.9 Both parties warrant that they have the power to enter this Contract and have obtained all valid legal obligations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

19.2 Notwithstanding clause 19.1, privacy limitations will extend to Consolidated in respect of Cookies where the Agent utilizes Consolidated's website to make enquiries. Consolidated agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Agent's:
 (a) address, browser, email client type and other similar details;
 (b) tracking website usage and traffic; and
 (c) reports are available to Consolidated when Consolidated sends an email to the Agent, so Consolidated may collect and retain that information ("Collectively, Personal Information").
 If the Agent consents to Consolidated's use of Cookies on Consolidated's website and later wishes to withdraw that consent, the Agent may manage and control Consolidated's privacy controls via the Agent's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
 19.3 The Agent agrees that Consolidated may exchange information about the Agent with those credit providers and with related body corporates for the following purposes:
 (a) to assess an application by the 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 creditworthiness of the Agent including the Agent's repayment history in the preceding two (2) years.
 19.4 The Agent consents to Consolidated being given a consumer credit report to collect personal credit information relating to any overdue payment or costs acknowledged that in the event it becomes aware of any data breaches and/or disclosure of the Agent's Personal Information, held by Consolidated that may result in serious harm to the Agent, Consolidated will notify the Agent in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Agent in writing.
 19.5 The Agent agrees that personal credit information provided may be used and retained by Consolidated for the following purposes (and for other agreed purposes or required by):
 (a) the provision of Tickets; and/or
 (b) analysing, verifying and/or checking the Agent's credit, payment and/or status in relation to the provision of Tickets; and/or
 (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Agent; and/or
 (d) enabling the collection of amounts outstanding in relation to the Tickets.
 Consolidated may give information about the Agent to a CRB for the following purposes:
 (a) to obtain a consumer credit report;
 (b) allow the CRB to create or maintain a credit information file about the Agent including credit history.
 The information given to the CRB may include:
 (a) the Agent's personal information as set out in clause 19.3 above;
 (b) name of the credit provider and that Consolidated is a current credit provider to the Agent;
 (c) whether the credit provider is a licensee;
 (d) type of consumer credit;
 (e) details concerning the Agent's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 (f) advice of consumer credit defaults (provided Consolidated is a member of an approved OACI External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Agent no longer has any overdue accounts and Consolidated has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 (g) information that, in the opinion of Consolidated, the Agent has committed a serious credit infringement;
 (h) advice that the amount of the Agent's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
 19.8 The Agent shall have the right to request (by e-mail) from Consolidated:
 (a) a copy of the Personal Information about the Agent retained by Consolidated and the right to request that Consolidated correct any incorrect Personal Information; and
 (b) if Consolidated does not disclose any Personal Information about the Agent for the purpose of direct marketing.
 19.9 Consolidated will destroy Personal Information upon the Agent's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
 19.10 The Agent can make a privacy complaint by contacting Consolidated via e-mail. Consolidated will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Agent is not satisfied with the resolution provided, the Agent can make a complaint to the Information Commissioner at www.oaic.gov.au.

23. Truces
 23.1 If the Agent at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Consolidated may have notice of the Trust, the Agent covenants with Consolidated as follows:
 (a) the Contract extends to all rights of indemnity which the Agent now or subsequently may have against the Trust and the trust fund;
 (b) the Agent has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Agent against the Trust or the trust fund. The Agent agrees to indemnify or compensate Consolidated for any loss or damage or to be a party to any other action which might prejudice that right of indemnity;
 (c) the Agent will not consent in writing of Consolidated (Consolidated will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Agent as trustee of the Trust;
 (ii) any alteration to or variation of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.

24. General
 24.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability and enforceability of the remaining provisions shall not be affected, produced or impaired.
 24.2 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 in that State. These terms prevail over all terms and conditions of the Agent (even if they form part of the Agent's purchase order).
 24.3 Subject to clause 14, 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 (alternatively Consolidated's liability shall be limited to damages which under no circumstances shall exceed the Price of the Tickets).
 24.4 Consolidated may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Agent's consent.
 24.5 The Agent cannot licence or assign without the written approval of Consolidated.
 24.6 Consolidated may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Agent agrees and understands that they have no authority to give any instruction to any of Consolidated's sub-contractors without the authority of Consolidated.
 24.7 The Agent agrees that Consolidated may amend their general terms and conditions for subsequent future Contracts with the Agent by disclosing such to the Agent in writing. These changes shall be deemed to take effect from the date on which the Agent accepts