

55 Day Platinum

conciierge service terms and conditions

effective date: 24 November 2008



Your future is our future

We would ask you to take some time to read through these terms and conditions, as they contain important information regarding the 55 Day Platinum Concierge Service.

Should you have any questions relating to any aspect of 55 Day Platinum, please call our Credit Cards Priority Service Line on **1300 859 100**.

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55 Day Platinum Credit Cards Concierge Service.

1. Interpretation.

(a) In these terms and conditions:

'Additional Cardholder' is defined as:

the person(s) who from time to time is/are issued with an additional Card for use on the Card Account at the request of the Primary Cardholder.

'Assistance Service' is defined as:

any of the following services available through Platinum Concierge Service:

- (i) Air Travel Assistance;
- (ii) Hotel Assistance;
- (iii) Car Rental Assistance;
- (iv) Pre-Trip Information and Assistance;
- (v) Emergence Message Service;
- (vi) Passport And Visa Assistance;
- (vii) Golf Tee Time Information and Reservations;
- (viii) Restaurant Assistance;
- (ix) Health, Fitness and Leisure Services;
- (x) Other Event Ticketing;
- (xi) Country And Major City Information;
- (xii) Emergency Interpretation Assistance;
- (xiii) Business Services and Assistance;
- (xiv) Gift Delivery;
- (xv) Send-It-Home Service;
- (xvi) Sourcing Hard To Find Items; or
- (xvii) Courier Service.

'Card' or **'card'** or **'credit card'** is defined as a:

Westpac 55 Day Platinum Visa[®] Card issued by us to you, for use on the Card Account from time to time.

'Card Account' is defined as:

Westpac 55 Day Platinum Visa[®] Card Account.

'Cardholder' is defined as:

- Westpac 55 Day Platinum Primary Cardholder; or
- Westpac 55 Day Platinum Additional Cardholder.

'Customer Service Associate' or **'CSA'** is defined as:

a member of the Platinum Concierge Service customer service personnel.

‘Platinum Concierge Service’ is defined as: a service benefit of Westpac 55 Day Platinum Cards. Westpac, the issuer of Westpac 55 Day Platinum Cards, shall utilise the services of Visa[®] in the provision of services falling under Platinum Concierge Service. Visa[®] will, through a third party supplier(s), provide certain Assistance Services.

‘Primary Cardholder’ is defined as: the person who opens the Card Account with us.

‘Visa[®]’ is defined as: Visa[®] International Service Association.

‘we’ or ‘us’ is defined as: Westpac.

‘Westpac’ is defined as: Westpac Banking Corporation (ABN 33 007 457 141).

‘you’ or ‘your’ is defined as: the person in whose name a Card Account is kept and who is responsible for all transactions on the Card or Card Account, or as relevant, the Additional Cardholder.

- (b) Unless they are defined above, terms which have a defined meaning in the conditions of use brochures which govern the use and operation of Westpac's consumer and business credit cards, will have the same meaning in these terms and conditions.
- (c) The singular includes the plural and vice versa.
- (d) A reference to anything includes the whole and each part of it.
- (e) A reference to a document includes any variation or replacement of it.
- (f) A reference to a person includes their permitted successors and assigns.
- (g) The words “include”, “including”, “for example” or “such as”, do not limit the meaning of the words preceding them to that example or examples of a similar kind.

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2. General.

2.1 These terms and conditions.

These terms and conditions govern the use of the Platinum Concierge Service.

2.2 Assistance Services.

The Assistance Services are valid locally and worldwide.

3. Platinum Concierge Service.

3.1 Availability of Platinum Concierge Service.

3.1.1 Platinum Concierge Service is offered to Cardholders 24 hours a day, seven days a week by calling **1300 859 100** or **+61 3 6345 1146** and selecting option 5, then option 3.

3.1.2 Platinum Concierge Service staff will respond to assistance requests from Cardholders within two hours of receipt of such request, subject to time-zone and geographic restrictions. Responses include informing the Cardholder that the requested item or service may or may not be fulfilled.

3.2 Informing the Cardholder of costs and options associated with Platinum Concierge Service.

3.2.1 The Cardholder will be informed of the costs and options, if available, before any booking or purchase is made for the Cardholder. Platinum Concierge Service will not incur costs on behalf of the Cardholder unless the Cardholder's prior consent has been received. Any ticket purchases once authorised and confirmed by the Cardholder will be deemed as non-refundable on non-exchangeable items. Platinum Concierge Service will always strive to secure the best seats available according to the Cardholder's specific request and price range.

3.2.2 Platinum Concierge Service will endeavour to provide the Cardholder with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. The Cardholder will not be charged for research or co-ordination services performed by Platinum Concierge Service. Platinum Concierge Service will use its best efforts to source reasonable priced

shipping and delivery charges for goods or services purchased on behalf of the Cardholder. The Cardholder will be responsible for all other costs and expenses related to the Cardholder's request.

3.2.3 The following are the responsibility of the Cardholder:

- (a) costs of good/services purchased;
- (b) any deposit paid;
- (c) costs of cancellation;
- (d) delivery/shipping costs including insurance costs;
- (e) customs duties and import taxes;
- (f) costs incurred in transferring funds to fulfil a request; and
- (g) funds advanced to fulfil a request.

3.2.4 To the extent possible, goods and services acquired on behalf of the Cardholder will be charged directly by the provider to the Card Account. If Platinum Concierge Service advances funds for goods or services, Platinum Concierge Service shall bill that amount to the Card Account.

3.3 Limitation of Platinum Concierge Service.

3.3.1 In addition to any limitations set out elsewhere in these terms and conditions, you acknowledge that the purpose of the Platinum Concierge Service is to provide assistance and support for your travel, entertainment and/or business needs.

3.3.2 Platinum Concierge Service staff may at their discretion refuse to entertain any Cardholder request which:

- (a) is requested for re-sale, professional or commercial purposes;
- (b) involves locating goods and services abroad when customs regulations prohibit the shipping of the items to the Cardholder;
- (c) is in contravention of local laws of the country in which a service is being requested;
- (d) contravenes popular moral or ethical standards;
- (e) relates to child prostitution or child pornography;
- (f) is too vague or general in nature; or
- (g) does not clearly provide some recreational benefit to the Cardholder.

3.4 Delivery of goods or services purchased on the Cardholder's behalf.

3.4.1 Platinum Concierge Service:

- (a) will purchase and ship items on behalf of the Cardholder provided such goods are for personal use and a shipping agency can be located to ship the requested quantity of and provide insurance to the total value of the items;
- (b) will not arrange the purchase or delivery of any commercial consignment;
- (c) will purchase and/or deliver items in accordance with national and international regulations and in observance of customs and excise restrictions in force;
- (d) will inform the Cardholder if customs, excise and value added taxes are applicable;
- (e) will purchase and ship items on behalf of the Cardholder provided the Cardholder is at all times responsible for applicable customs and excise fees and formalities;
- (f) recommends that all items shipped be insured for the full purchase value and such insurance costs shall be borne by the Cardholder. If the Cardholder refuses to do so, the Cardholder may be referred to the shipping agent to make arrangements direct.

3.4.2 Westpac, Visa[®] and Platinum Concierge Service accept no responsibility for any delay, loss or damage or resulting consequences.

3.5 Restaurant Reservations

Platinum Concierge Service will recommend restaurants to Cardholders and secure reservations, subject to availability.

3.6 Modification of Platinum Concierge Service.

From time to time, Platinum Concierge Service may be modified. Visa[®] will notify Westpac of the relevant changes.

4. Air travel assistance.

4.1 Air Travel Assistance.

The following services are available under Air Travel Assistance worldwide.

4.2 Information Service.

Platinum Concierge Service may provide Cardholders with available flight information to any travel destinations worldwide. Once request details are gathered from the Cardholder, the CSA will access predetermined public Internet websites and/or local travel agencies to obtain and supply the information either via the phone, by fax or email directly to the Cardholder.

4.3 Reservation/Ticketing.

The CSA may assist Cardholders in making flight reservations and arrangements for the issuance of tickets for travel. All associated costs for tickets purchased will be charged to the Cardholder's eligible Card. Once the reservation is confirmed, the CSA will notify the Cardholder using the Cardholder selected communication method (i.e. phone, fax, email, etc.)

5. Hotel Assistance.

5.1 Hotel Assistance.

The following services are available under Hotel Assistance worldwide. Platinum Concierge Service may provide Cardholders with hotel contact and detailed amenity information. CSAs may also make hotel bookings for the Cardholder, using the Cardholder's eligible Card as the payment tool, when appropriate.

5.2 Information Service.

The CSA may obtain location, preferences, price and date requirements from the Cardholder. Once the information is gathered, the CSA will access information on predetermined Internet websites, hotel directories or through local travel agencies, to obtain and supply the relevant information either via the phone, by fax or email directly to the Cardholder.

5.3 Reservation Service.

The CSA may obtain the location, preferences, price and date requirements, and then contact the location to arrange the reservation booking on behalf of the Cardholder. Once the reservation is confirmed, the CSA will notify the Cardholder using the Cardholder selected communication method (i.e. phone, fax, email, etc.) The notification will occur immediately by the CSA who made the reservation or scheduled for a later time. When required the Cardholder's Card will be used to secure the confirmed hotel booking.

6. Car Rental Assistance.

6.1 Car Rental Assistance.

Platinum Customer Service may provide Cardholders with worldwide car rental rate information including vehicle availability and may assist in making car reservations for the Cardholder.

6.2 Information Service.

Once the information relevant details are gathered from the Cardholder, the CSA will access predetermined public Internet websites, car rental directories or contact local travel agencies and obtain the details to be supplied to the Cardholder either via the phone, by fax or email.

6.3 Reservation Service.

The CSA may obtain the location, preferences, price and date requirements, and then contact the chosen location to arrange the car booking on behalf of the Cardholder, using the Cardholder's Card as the payment tool. Once the reservation is confirmed, the CSA will notify the Cardholder using the Cardholder selected communication method (i.e. phone, fax, email, etc.). The notification can occur immediately by the CSA who made the reservation or be scheduled for a later time.

7. Pre-Trip Information and Assistance.

7.1 Pre-Trip Information and Assistance.

The Pre-Trip service may provide Cardholders with pre-trip assistance, information on vaccination, travel visas, currency exchange rate, country specific local weather information, cultural customs, protocol information and risk assessment recommendations for specific travel destinations. Government issued traveller advisories are also available. By accessing predetermined public Internet websites, CSAs will locate the details needed and provide them to the Cardholder immediately over the phone, by fax or email.

8. Emergency Message Service.

8.1 Emergency Message Service.

This service may provide Cardholders in an emergency the opportunity to send a message to a specific person. This service is available to Cardholders and all authorised users of the account. In addition to the initiator's name and contact number, the CSA will obtain and document the body of the message in text format, along with the recipient's name and contact number. At the completion of the initial call, the CSA will attempt to notify the recipient or schedule a notification attempt. When the message is successfully forwarded, the initiator can receive a confirmation that the message was received, if so requested at initiation. If after three attempts the message remains undelivered, one attempt will be made to advise the initiator and no further delivery attempts will be made.

9. Passport and Visa Assistance.

9.1 Passport and Visa Assistance.

The Passport and Visa Assistance program may provide Cardholders with country specific passport and visa requirements and replacement procedures and policies. By accessing predetermined public Internet websites, CSAs will provide content information and contact with the nearest Embassy or Consulate, to travelling Cardholders. Information is given to the Cardholder immediately over the phone, by fax or email. The CSA may also perform a warm transfer directly to an Embassy or Consulate or contact the Embassy on the Cardholder's behalf.

10. Golf Tee Time Information and Reservations.

10.1 Golf Tee Time Information and Reservations.

This service may provide Cardholders with detailed information about golfing and driving greens worldwide. CSAs will provide Cardholders with details such as tee times, golf course transfers, caddy services, booking requirements, etc. CSAs may also assist Cardholders in making reservations and other golf travel related bookings.

11. Restaurant Assistance.

11. Restaurant Assistance.

This service may provide Cardholders with restaurant information and/or bookings when required. CSAs will make reservation bookings for the Cardholder, using the Cardholder's qualifying Card, when required by the restaurant.

11.2 Information Service.

The CSA may obtain location, preferences, price and date requirements from the Cardholder. Once the information is gathered, the CSA will access predetermined public Internet websites to obtain and supply the information either via the phone, by fax or email, directly to the Cardholder.

11.3 Reservation Service.

The CSA may obtain the location, preferences, price and date requirements and contact the location to arrange the reservation booking on behalf of the Cardholder. Once the reservation is confirmed, the CSA will notify the Cardholder either via the phone, by fax or email.

12. Health, Fitness and Leisure Services.

12.1 Health, Fitness and Leisure Services.

This service may provide location details, appointment availability and prices for health clubs, golf resorts and leisure tours (sightseeing). Through this service, Cardholders may also make bookings that may need to be secured using their qualifying Card.

12.2 Information Service.

The CSA may ascertain from the Cardholder a location name, leisure service request type, tentative dates and price range of interest. Once this information is gathered, the CSA will access predetermined public Internet websites to locate the desired information and provide it directly to the Cardholder either via the phone, by fax or email.

12.3 Reservation Service.

When reservation bookings are requested, the CSA will also obtain the qualifying Card details to secure the reservation booking on behalf of the Cardholder. Once the booking is made, the CSA will notify the Cardholder either via the phone, by fax or email.

13. Other Event Ticketing.

13.1 Other Event Ticketing.

This service may assist Cardholders with the purchasing or reserving of tickets to events (e.g. sporting, theatre, etc.) using the Cardholder's qualifying Card as the payment tool. The CSA will obtain and document from the Cardholder, details on the desired event, location, dates, seating preferences, number of tickets, etc. Once the information is obtained, the CSA will contact the appropriate ticketing agent either via the phone or through a public Internet website to make the booking or reservation using the qualifying Card. If the Cardholder then wishes to proceed with the transaction, the Cardholder is then later conferenced to the ticketing provider to make the purchase.

14. Country and Major City Information.

14.1 Country and Major City Information.

This service may provide Cardholders with a wealth of information about local events and points of interest in any key travel destination worldwide, including local highlights, shopping excursions, tourist sights, in-country exhibitions, shows, festivals, museums and many other points of popular interest. Information will be accessed by the CSAs through predetermined public Internet websites and will be provided to Cardholders either via the phone, by fax or email.

15. Emergency Interpretation Assistance.

15.1 Emergency Interpretation Assistance.

This service may provide real time, or scheduled interpretation assistance in all major languages. The CSA will provide this service either over the phone or by providing a referral and tie-up with a local third party provider. All services provided through third party vendors are at the expense of the Cardholder.

16. Business Service and Assistance.

16.1 Business Service and Assistance.

This service may provide assistance by arranging business equipment rentals or conference room facilities for Cardholders in need of such services. The CSA will obtain specific information regarding what is needed from the Cardholder and information such as location, equipment needs, price range and date requirements. The CSA will coordinate the equipment rental from the Cardholder or forward the rental information directly to the Cardholder when desired. All expenses incurred are the responsibility of the Cardholder and are charged to their qualifying Card.

17. Gift Delivery.

17.1 Gift Delivery.

This service may assist Cardholders in finding merchant providers who can arrange and ship gift items such as floral bouquets, gourmet baskets and gift hampers to a Cardholder's third party. CSAs may also make the purchase for the Cardholder, using the Cardholder's qualifying Card, when requested by the Cardholder.

17.2 Information Service.

The CSA may obtain a description of the suggested gift item, the intended delivery location, price range and other gift specific details from the Cardholder. In-country public Internet websites will then be accessed to locate a provider who can provide what the Cardholder is looking for. Once located, the provider will then be usually contacted by phone to confirm that the gift item is available. Once all details have been confirmed, the CSA will then recontact the Cardholder using the Cardholder's specific contact method and will provide all the relevant details.

17.3 Purchase Service.

Often once the details have been relayed to the Cardholder, the CSA may then be requested to make the purchase on behalf of the Cardholder. Any additional details will be obtained and the Cardholder is then conferenced to the provider to effect the purchase.

18. Send-It-Home Service.

18.1 Send-It-Home Service.

This service may assist Cardholders with making arrangements to have their purchases shipped back to their home address. CSAs have access to a variety of courier companies in which to obtain quotations for the Cardholder. Once a suitable courier is determined, the CSA will conference the Cardholder directly to the provider to affect the transaction on the qualifying Card.

19. Sourcing Hard To Find Items.

19.1 Sourcing Hard To Find Items.

This service may attempt to locate specialty or hard to find items on the Cardholder's behalf. If and once located, detailed information is provided to the Cardholder indicating from where the specific item may be obtained. Alternatively, the Cardholder may request to be conferenced directly with the merchant provider to make the purchase.

19.2 Information Service.

The CSA may obtain and document a detailed description of the item, including the price range, size, colour, etc. Using public Internet websites, the CSA will locate the item and recontact the Cardholder with the details regarding where the item can be purchased, etc. A hard copy of the merchant contact information and purchase price can be provided to the Cardholder either by fax or email if requested.

19.3 Purchasing Service.

In addition to locating the item, the CSA may conference call the Cardholder with the merchant to make the purchase and proceed to arrange for delivery of the item for the Cardholder, at the Cardholder's expense. Additional details such as delivery address may be obtained for these types of requests. Once the delivery is arranged, the CSA will notify the Cardholder either via the phone, by fax or by email.

20. Courier Service.

20.1 Courier Service.

This service may arrange for the pick-up and delivery of items from/to a destination chosen by the Cardholder. The CSA will obtain pick up and/or delivery addresses, contact names, contact information and relevant details about the item being transported. Once this information is obtained, the CSA will locate and arrange for delivery using an appropriate courier service. All courier expenses incurred in providing this service are the responsibility of the Cardholder.

21. Exclusions for Platinum Concierge Service.

21.1 Limitation of Liability.

21.1.1 Platinum Concierge Service shall use all available means to provide all Assistance Services as detailed in these terms and conditions. However, neither Westpac, Visa or Platinum Concierge Service shall not held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to: natural disasters; civil war; armed rebellion or conflict; war; insurrection; military acts of foreign nations; revolution; riots by collective action involving threats and actual disturbance authorities to permit such services; all acts of sabotage or terrorism; radioactivity; nuclear war; toxic fallout; volcanic eruption and all "Acts of God".

21.1.2 Cardholder benefits are provided by participating merchants on an 'as is' basis. You acknowledge that Westpac, Visa® and Platinum Concierge Service service providers do not make any representations and warranties (express or implied) as to:

- (a) the accuracy or veracity of any information assembled;
- (b) the merchantability or fitness for purpose of any item obtained; or
- (c) the merchantability, fitness for purpose, or adequacy of standards of service of the services booked or reserved

by CSAs and/or the Platinum Concierge Service staff on request of a Cardholder.

- 21.1.3** Westpac, Visa® and Platinum Concierge Service accept no liability for any Platinum Concierge Service service provider that does not fulfil their obligation to you.
- 21.1.4** If a Cardholder's Card details are required to secure the booking or reservation of any goods or services which the Cardholder has requested a CSA and/or the Platinum Concierge Service staff obtain, Westpac, Visa® and Platinum Concierge Service service providers are not liable for any costs, charges, or expenses incurred by the Cardholder (including but not limited to reservation fees, cancellation or "failure to appear" charges) as a result of such booking or reservation.
- 21.1.5** A Cardholder is responsible for the costs, charges and expenses incurred for the goods and services arranged by Platinum Concierge Service staff at the Cardholder's request.

21.2 Reimbursement of Cardholder's costs for Platinum Concierge Service.

As a general rule, Platinum Concierge Service shall not reimburse any costs for which it was not contacted by the Cardholder in the first instance in accordance with these terms and conditions.

21.3 Fraud, forgery, false or misleading evidence or omissions.

Any fraudulent act, forgery, false or misleading evidence or omissions on the part of the Cardholder shall automatically end all obligations to provide the Cardholder with Assistance Services on that particular occasion.

22. Termination or Substitution of Platinum Concierge Service.

22.1 Termination or Substitution of Platinum Concierge Service.

22.1.1 Platinum Concierge Service may be terminated at any time or substituted for other Cardholder benefits. We will usually give you 30 days notice of such termination or substitution.

22.1.2 Westpac, Visa® and Platinum Concierge Service will not be liable for any loss, damage, cost or expense suffered or incurred by you arising from the termination or substitution of Platinum Concierge Service.

