

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

BETWEEN:

ADAM GLEZER (Glezer) of Consumer Champion

and

Name:	
("the Customer")	
Residential Address:	Postcode:

Glezer and the Customer agree that any services provided by Glezer will be subject to the following Terms and Conditions.

1. Definitions

Australian Consumer Law or **ACL** means the law set out in Schedule 2 to the CCA (as defined below).

Customer means the customer described above.

Fee means the fee set out in clause 2(b).

Services means assisting customers to secure refunds from third-party entities.

Statutory Guarantees means the guarantees that apply to the purchase of goods and services (as defined in the *Competition and Consumer Act 2010 (Cth)* (**CCA**)), as set out in Part 3-2, Division 1 of the ACL.

2. Services and Fees

- (a) Glezer agrees to provide the Services to the Customer and the Customer agrees to pay to Glezer the Fee for the Services.
- (b) Subject to clause 2(c), Glezer and the Customer agree that Glezer shall be paid an amount equivalent to 20% of the refund amount or value of any benefit received by the Customer from the travel agent/provider or \$500.00, whichever is greater (**the Fee**).
- (c) In the event that Glezer is unable to secure a refund from the travel agent/provider, the Customer shall not be required to pay the Fee.
- (d) If GST applies to a taxable supply made under this Agreement the party to which the taxable supply is made must pay GST on that taxable supply, in addition to any consideration (excluding GST) that is payable for that taxable supply. It must do so at the same time and in the same way as it is required to pay the consideration for the taxable supply.

3. Payment of the Fee

- (a) The Customer must pay to Glezer the Fee in full within 7 days of the date of any invoice provided by Glezer to the Customer (the Due Date).

4. Authorisation

The Customer must provide to Glezer written authority to make enquiries with the travel agent/provider on behalf of the Customer.

5. Guarantee and Liability

- (a) The Customer agrees and acknowledges that Glezer shall use his best endeavours to secure a refund from the travel agent/provider, however, Glezer makes no guarantee that he will be able to secure a refund on behalf of the Customer.
- (b) Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

- (c) Except for the Statutory Guarantees, Glezer disclaims and excludes all other warranties and representations in relation to the Services.

6. Limitation of Liability

To the maximum extent permitted by section 64A of the ACL, if the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Glezer limits his liability, at his discretion to the supplying the Services again; or the payment of the cost of having the Services supplied again.

7. Jurisdiction

This Agreement shall be governed by, and subject to, the laws of the State of Victoria.