

Platinum Concierge Services and Conditions of Use

1 July 2009

bankwest



CONTACT NUMBERS FOR EASY REFERENCE

ENQUIRIES AND ASSISTANCE

Platinum concierge services are available 24 hours a day, seven days a week wherever you are in the world.

While you're in Australia

Call toll free anytime on 1800 038 298.

While you're away

Call anytime from any place by reverse charge/collect. You can usually do this by phoning the operator where *you* are and booking a reverse charge call to *Australia* +61 2 9032 2960.

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1 - DEFINITIONS

1.1 Platinum Concierge Services

Platinum concierge services (“Concierge Services”) is a program of service benefits offered 24 hours a day, seven days a week by calling the dedicated toll free telephone number and covers the following assistance services:

- ▶ Medical Assistance Services
- ▶ Travel Assistance Services
- ▶ Lifestyle Services

Concierge Services is a benefit of Bankwest Platinum cards and is operated on behalf of the Bank of Western Australia Limited ABN 22 050 494 454 (Bankwest), by International SOS Pty Ltd ABN 83 052 247 104 (“Platinum Concierge Services”).

1.2 Cardholders

In these terms and conditions, “Cardholders” are defined as:

- ▶ Bankwest More Platinum Cardholders;
- ▶ Bankwest Lite Platinum Cardholders; and
- ▶ Bankwest Zero Platinum Cardholders.

Cardholders agree to be bound by these terms and conditions (“Terms and Conditions”) as varied from time to time. These Terms and Conditions are in addition to other terms that apply to the primary function of the Bankwest More Platinum MasterCard, Bankwest Lite Platinum MasterCard or Bankwest Zero Platinum MasterCard and which were provided to you at the time of opening your account. If you would like an additional copy of these conditions of use please contact us on 13 17 18 or visit our website.

The Platinum Concierge Services available to Bankwest More Platinum Cardholders, Bankwest Lite Platinum Cardholders and Bankwest Zero Platinum Cardholders are detailed below.

2 - MEDICAL ASSISTANCE SERVICES

2.1 Referrals to medical services

Platinum Concierge Services will provide the Cardholder with the name, address, telephone number and if requested by the Cardholder and if available, the office hours of doctors/practitioners (including both general practitioners and specialists), hospitals, clinics, dentists and dental clinics, ambulances, private duty nurses, services for disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

2.2 Dispatch of a doctor on the spot (Bankwest More Platinum MasterCard Cardholders only)

If the Bankwest More Platinum MasterCard Cardholder's condition or the circumstances require it, a doctor will be dispatched with the cost of health treatment and any doctor's fees to be borne by the Cardholder.

3 - TRAVEL ASSISTANCE SERVICES

3.1 Flight Information, referrals and reservations

Platinum Concierge Services shall provide information on flights, referrals to appropriate travel agents and endeavour to make reservations on behalf of the Cardholder by utilising the best method available, such as online booking websites or warm transfer to registered travel agents.

3.2 Assistance in locating lost articles

Platinum Concierge Services shall provide Cardholders with assistance in the recovery of lost luggage or documents by providing advice and directions to appropriate authorities.

3.3 Hotel Information, referrals and reservations (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with information on hotels including location, rating and contact details as well as providing referrals and making reservations on behalf of the Bankwest More Platinum MasterCard Cardholder.

3.4 Information and referrals for car rental, limousine hire and alternative transport (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with information and referrals to appropriate car rental and limousine hire companies, including location, hours of operation and contact details.

3.5 Visa and inoculation requirements for foreign countries (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with general country guide information, including recommended and/or required visas and inoculations.

3.6 Referrals to appropriate Consulates and Embassies (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with the location, contact details and hours of operation of appropriate consulates and embassies.

3.7 General health precautions and medical needs at destination (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with general country guide information, including general health precautions and medical needs at destination.

3.8 Direction to appropriate authorities (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with information to direct them to the appropriate authorities for a particular matter or event.

3.9 Urgent message transmission (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with emergency message transmission to relatives, business associates or friends residing in his/her country of residence by using the most convenient mode of transmission available.

4 - LIFESTYLE SERVICES

Lifestyle services cover all types of personal assistance and lifestyle services including:

4.1 Restaurant information, referrals and reservations

Platinum Concierge Services shall provide Cardholders with information on restaurants including location, hours of operation and contact details as well as providing referrals to appropriate restaurants and making table reservations.

4.2 Sports, entertainment and event information, reservations and ticketing

Platinum Concierge Services shall assist Cardholders by providing information on sporting and entertainment events and will use best efforts to secure tickets and/or reservations on behalf of the Cardholder.

4.3 Information on shopping locations

Platinum Concierge Services shall endeavour to provide Cardholders with information and locations of shopping precincts as well as the addresses and contact details of specific merchants and shopping outlets.

4.4 Health club information, referrals and reservations (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall provide Bankwest More Platinum MasterCard Cardholders with information on health clubs and gyms including location, hours of operation, contact details, facilities and specialised services as well as making reservations on behalf of Bankwest More Platinum MasterCard Cardholders where appropriate.

4.5 Gift sourcing and delivery (Bankwest More Platinum MasterCard Cardholders only)

Platinum Concierge Services shall assist Bankwest More Platinum MasterCard Cardholders in sourcing gifts as well as arranging for delivery to the Cardholder's chosen address.

4.6 Lifestyle Services Conditions

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

5 - GENERAL TERMS AND CONDITIONS

5.1 Charges

Platinum Concierge Services 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 and/or coordination services performed by Platinum Concierge Services. Platinum Concierge Services will use its best efforts to source reasonably priced shipping and delivery charges for goods or services purchased on behalf of the Cardholder.

The following are the responsibility of the Cardholder:

- ▶ Costs of goods/services purchased
- ▶ Any deposit paid
- ▶ Costs of cancellation
- ▶ Delivery/shipping costs including insurance costs
- ▶ Custom duties and import taxes
- ▶ Costs incurred in transferring funds to fulfil a request
- ▶ Funds advanced to fulfil a request

To the extent possible, goods and services acquired on behalf of the Cardholder will be charged directly by the service establishment to the Cardholder. If Platinum Concierge Services advances funds for goods and services, Platinum Concierge Services shall bill that amount to the Cardholder's account. If the transaction is in a currency other than Australian dollars the amount shall be converted to Australian Dollars at the prevailing foreign exchange rate on the day the payment is effected to the establishment.

5.2 Exclusions in locating goods

Platinum Concierge Services will not locate goods and services for large-scale commercial use, or locate goods and services mentioned abroad when customs regulations prohibit the shipping of the items to the Cardholder. Platinum Concierge Services will not locate items, which are prohibited under applicable law

5.3 Purchase and Shipping Restrictions

Where applicable, Platinum Concierge Services will purchase and ship gifts 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 items and provide insurance to the total value of the items. Platinum Concierge Services will not arrange the purchase or delivery of any commercial consignment. The Cardholder will be informed if customs, excise and value added taxes are applicable.

5.4 Exclusions

Platinum Concierge Services will not be involved in the fulfilment of:

- (a) any request involving the use of illegal channels, requests deemed as immoral and or unethical (eg invasion of privacy) or requests which contravene any applicable laws in force; or
- (b) 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 for that event.

Platinum Concierge Services shall not be 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 of terrorism; radioactivity; nuclear war; toxic fallout; volcanic eruption and all "Acts of God".

Platinum Concierge Services may direct the Cardholder to other websites, telephone contact centres and details of suppliers of services. These websites, telephone contact centres and suppliers of services are not controlled by Bankwest or Platinum Concierge Services. Bankwest and Platinum Concierge Services are not responsible for any loss, damage or inconvenience suffered by you as a result of you accessing external websites, telephone contact centres or suppliers.

5.5 Limitation on Liability

If you are a consumer, as defined by the Trade Practices Act 1974, these Terms and Conditions will include implied terms and conditions. You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any term or condition which is implied by the Trade Practices Act.

Except for the terms and conditions which are implied by the Trade Practices Act, Bankwest and Platinum Concierge Services:

- ▶ make no express or implied warranty or representation in connection with the Concierge Services (including with respect to type, quality, standard or fitness for any purpose);
- ▶ are not liable for any loss you suffer (including consequential loss) arising in connection with the Concierge Services (including failure to provide a service, its loss, theft or destruction);
- ▶ are not liable for any loss you suffer (including consequential loss) in connection with negligence or our breaching a term, warranty or condition in relation to Concierge Services.

Where we are liable for a breach of these Terms and Conditions, then our liability will exclude any indirect or consequential loss you may suffer. Our liability is limited to:

- ▶ where the Concierge Service constitutes goods, the replacement of the goods or supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of repairing the goods, or
- ▶ where the Concierge Service constitutes a service, supplying the service again or payment of the cost of having the service supplied again. Our failure to enforce a term of these Terms and Conditions does not mean we waive that term.

5.6 Changes to Terms and Conditions

We can change any or all aspects of Platinum Concierge Services (including these Terms and Conditions) at any time without your consent. Where practicable we will notify you of the change before it occurs otherwise we will notify you as soon as practicable after the change. Notice of any change to these Terms and Conditions will be communicated to you by the Bankwest website, or by written notice to the address you have given us for the purposes of your Card Account.

bankwest



bankwest.com.au

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