

Your Concierge service

Terms and Conditions 5 May 2011



1. Definitions

1.1 *Your Concierge* service

The *Your Concierge* service is offered 24 hours a day, seven days a week by calling **13 16 61** or **+61 2 9921 5075** and covers Lifestyle Services set out in section 2 of these Terms and Conditions ('Lifestyle Services').

1.2 Service Providers

The Commonwealth Bank of Australia ('Commonwealth Bank', 'we', 'us', 'our') is not the provider of the Lifestyle Services. *Your Concierge* is a service benefit of all Commonwealth Bank Diamond and Platinum Awards MasterCard cards and Commonwealth Bank Diamond Awards and Platinum Awards American Express cards ('Cards'). As the issuer of the Cards, we have arranged for International SOS Pte Ltd (referred to as '*Your Concierge*' in these Terms and Conditions) to provide the Lifestyle Services. Neither we nor our related bodies corporate guarantee or are liable to pay for any of the Lifestyle Services.

The Lifestyle Services are automatically available to you as a Cardholder and you are not under any obligation to accept any of them. If you wish to use the Lifestyle Services, you will be bound by the terms and conditions issued by *Your Concierge* which relate to the Lifestyle Services.

1.3. Cardholders

For *Your Concierge*, Cardholders are defined as primary and additional cardholders of Cards.

2. Lifestyle Services

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

- a. Flight Information
- b. Hotel information, referrals & reservations
- c. Car rental, limousine & car service information, referrals & reservations
- d. Mail/Fax travel destination package (major cities only)

- e. Sourcing, purchasing, and delivery of tickets for theatre shows, concerts, and sporting events
- f. Sourcing and arrangement hospitality packages
- g. Providing details of events and shows in cities worldwide
- h. Fine dining, restaurant referrals and reservations
- i. Country & major cities Information:
 - Festivals/museums/music entertainment information
 - Time/house/holidays information
- j. Health Club information, referrals, reservations
- k. Golf tee time information & reservations
- l. Shopping location information
- m. Floral arrangement and delivery
- n. Party planning for special occasions
- o. Arrangement and appointment booking of hairstylist/make-up artist for special event
- p. Arrangement and appointment with qualified personal fitness trainer
- q. Stress relief massage therapy
- r. Gift Sourcing
 - Gift arrangements
 - Gift basket
 - Floral arrangement
- s. Referrals to providers of goods & services
- t. Sourcing, purchasing and delivery of goods
- u. Information on preparing a journey
- v. Information on customs and duty regulations
- w. Information on foreign exchange and value added taxes
- x. Assistance with business arrangements for business-related services, such as secretarial services & business centre referrals

- y. Assistance concerning business equipment, such as fax machines and mobile phones
- z. Assistance in locating lost articles

For more information on any of these Lifestyle Services, please contact **International SOS** on **13 16 61** or **+61 2 9921 5075** (overseas).

3. Lifestyle Services Conditions

You will be informed of the cost and options, if available before any booking or purchase is made on your behalf. *Your Concierge* will not incur costs on your behalf unless your prior consent has been received. Any ticket purchases once authorised and confirmed by you will be deemed non-refundable on non-exchangeable items. *Your Concierge* will always strive to secure the best seats available according to your specific request and price range.

4. Charges

Your Concierge will provide you with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. Unless you are taking advantage of the Redeem for Anything services set out in clause 10, you will not be charged for research and or co-ordination services, performed by *Your Concierge* (including for any telecommunication charges associated with fulfilling a request and costs incurred in utilising the *Your Concierge* international network of agents/correspondent companies). *Your Concierge* will use reasonable efforts to source reasonably priced shipping and delivery charges for goods or services purchased on your behalf.

The following are your responsibilities:

- 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 fulfill a request
- Funds that may be required to be advanced to fulfill a request

To the extent possible, goods and services acquired on your behalf will be charged directly by the service establishment to your Card. If *Your Concierge* advances funds for goods or services, *Your Concierge* shall bill that amount to your Card 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 detailed in the Wall Street Journal on the day the payment is effected to the establishment and a surcharge of 1% of the transaction amount will be levied. *Your Concierge* will make this surcharge known to you at the time of the transaction. *Your Concierge* will endeavour at all times to source reasonably priced shipping and delivery charges for goods or services purchased on your behalf.

5. Exclusions in locating goods

Your Concierge will not locate goods & services which have been requested for large-scale commercial use, or locate goods & services from abroad when customs regulations prohibit the shipping of the items to you. *Your Concierge* will also not locate items, which are prohibited under applicable law or which contravene reasonable moral or ethical standards.

6. Purchase and Shipping Restrictions

Your Concierge will ship gifts on your behalf, provided that 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. *Your Concierge* will not arrange the purchase or delivery of any commercial consignment. *Your Concierge* will purchase and ship items in accordance with international shipping regulations and will observe the customs and excise restrictions in force. You will be informed if customs, excise and value added taxes are applicable and you will be responsible for the payment of any such levies. *Your Concierge* requires that all items shipped must be insured for the full purchase value and such insurance costs shall be your responsibility. If you refuse to do so, you will be referred to the shipping agent to make the arrangements yourself.

7. Restaurant Reservations

Your Concierge will recommend restaurants to you and secure reservations, subject to availability.

8. Premium Privileges and American Express Selects programs

Participating merchants and clubs provide special offers for the exclusive use of Cardholders. You must make reservations through *Your Concierge* to take advantage of these special offers. Details of merchants and clubs participating in the Premium Privileges and American Express Selects programs will be provided by American Express and us and are subject to change.

9. Cancellation Charges

In the event that you cancel a reservation in an establishment participating in the Premium Privileges or American Express Selects programs or any other promotions at short notice, you may be liable for a cancellation charge which will be billed to your Card account. Any cancellation charges that may apply will be advised at the time of booking.

10. Redeem for Anything Service

- (a) In addition to the Lifestyle Services, we offer a “Redeem for Anything” Service (Redeem for Anything) to Commonwealth Bank Diamond Awards MasterCard and Commonwealth Bank Diamond Awards American Express cardholders (referred to in this clause as “Diamond Cardholders”) only.
- (b) The terms and conditions set out in this clause for Redeem for Anything, apply in addition to the terms and conditions for Lifestyle Services. Diamond Cardholders wishing to use Redeem for Anything are bound by current Commonwealth Awards terms and conditions.
- (c) We reserve the right to terminate, suspend or make material changes to Redeem for Anything for any reason on 20 days’ written notice.
- (d) Diamond Cardholders can accrue Awards points for transactions completed using a Commonwealth Bank Diamond Awards MasterCard and

Commonwealth Bank Diamond Awards American Express (Diamond Awards Card) for any points plus pay transactions. However, bonus points will not apply for any points plus pay transactions where the item is sourced from bonus partners.

- (e) Diamond Cardholders can only pay for the pay component of a points plus pay transaction using a credit card. This credit card does not have to be a Diamond Awards Card, but only one credit card can be used to complete a transaction i.e. no split ticketing.
- (f) You will be responsible for any surcharging, or additional fees and charges associated with the item being sourced or the services being performed by *Your Concierge*. *Your Concierge* will bill these amounts to your Diamond Awards Card. These additional surcharge fees include:
 - i) A 2% fee for international transactions to cater for exchange rate fluctuations; and
 - ii) A surcharge fee where *Your Concierge* requires assistance from a *Your Concierge* call centre or office located outside New South Wales.
- (g) Redeem for Anything redemptions can only be processed between 8.00am – 8.00pm within Australia from Monday – Friday.
- (h) You must redeem a minimum of 50,000 Awards points for Redeem for Anything redemptions.
- (i) The Lifestyle Exclusions and General Conditions and Exclusions for Your Concierge service set out in these Terms and Conditions apply to Redeem for Anything.
- (j) Diamond Cardholders can also elect to source an item themselves and obtain cash back to the value of their Awards points balance on the following conditions:
 - i) You must redeem a minimum of 50,000 of your Awards points;
 - ii) The number of Awards points required to be redeemed for cash for an item purchased by you will be determined by us and the number of Awards points required are subject to

change at any time without notice;

- iii) If you choose to redeem for cash,
Award points will be deducted from your Commonwealth Awards points account and funds credited to your credit card within 14 working days. These funds will not contribute to any minimum monthly payment due on that credit card;
 - iv) Funds to be credited under this Redeem for Anything cash back Award will only be credited to the Diamond Awards Card from which the Award points were earned. This Diamond Awards Card must be activated.
- (k) Once you make a purchase through Redeem for Anything, all disputes, warranty claims, or other product advice needs to be directed to the retailer, manufacturer, or service provider. We accept no liability for any goods or services purchased through Redeem for Anything.
- (l) We will not process any refunds until we receive a refund from the relevant supplier. If you have paid for the Redeem for Anything service by credit card, your refund will be credited to that credit card. Refunds for items originally paid for by payment methods other than credit card or Awards points redemption, will be refunded by direct deposit to your nominated bank account. Refunds for items originally paid for by Awards points redemption, will be refunded as Awards points to your Awards account.
- (m) If you are eligible for a refund, the following fees and surcharges only may be refunded, if they were paid as part of the transaction being refunded:
- i) Credit card fee or surcharge; and
 - ii) International transaction fee (this may vary due to exchange rate fluctuations).
- (n) Where delivery of an item is not part of the purchase or customer pick up is not available or possible, items must be sent by either registered post or courier. You will need to make these arrangements with *Your Concierge*.

11. Lifestyle Services Exclusions

The following will not be provided by *Your Concierge*:

- (a) Any request involving the use of illegal channels, any requests which are deemed as immoral and or unethical (e.g. invasion of privacy) or requests which contravene any applicable laws in force; and
- (b) Services in countries which are the subject of Australian, US or other Government sanctions.

12. General Conditions and Exclusions for Your *Your Concierge* service

- (a) The Lifestyle Services may not be provided to you if the Card or Card account is suspended for any reason or is in default.
- (b) Any fraudulent act, forgery, false or misleading evidence or omissions by you in relation to the provision of the Lifestyle Services shall automatically end all obligations to provide you with the Lifestyles Services on that particular occasion.
- (c) We and *Your Concierge* shall not be responsible for delays or failures to provide the Lifestyle Services caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments, or radioactivity, or pandemics or any other event of force majeure which prevents *Your Concierge* from providing the Lifestyle Services.
- (d) As a general rule, *Your Concierge* shall not reimburse any costs for services for which it was not contacted by you in the first instance in accordance with these terms and conditions.
- (e) We make no warranties or representations, either express or implied, and expressly disclaim any and all liability (including consequential damages) in relation to the provision of the Lifestyle Services.
- (f) We may give written notification to the primary Cardholder of the cessation of our relationship with *Your Concierge*. You will still be responsible for costs incurred to date.
- (g) If you have a complaint in relation to the provision of the Lifestyle Services, please contact **International SOS** on **13 16 61** or **+61 2 9921 5075** (overseas).

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24 hours a day, 7 days a week

[commbank.com.au](https://www.commbank.com.au)

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