

Sent: Friday, 27 June 2008 8:16 AM
To: Aviation Statement
Subject: Submission to White Paper.

Dear Sir/Madam

I thank you for providing an opportunity for us to describe a state of affairs that is clearly outside the Standards that we associate with Common Law and Contract Law in Australia.

In the **Issues Paper**, Page 2, Section 4.3, **Consumer Protection - Key Challenges**, particular reference is made to the contents of **Paragraphs 3 & 4** and those propositions directly following.

Our particular submissions relate to **TIGER AIRWAYS** who were contracted by us to provide air travel to and from Perth, Western Australia from Melbourne, Victoria on 23-12-07 and 02-01-08 respectively.

Owing to the inability of **JETSTAR AIRLINES** to transport us from Launceston in Tasmania to Melbourne on the 23-12-07, because of a five hour delay in their service, we were not able to get to Melbourne by any means in order to board the Tiger Airways flight to Perth.

We rushed home and attempted to make contact with Tiger Airways at about 17.45 hours without success, either by the phone number provided (03 9335 3033) or the website, which provided not contact email address. The email address supplied by Tiger staff at the Melbourne airport counter, the following day, augroups@tigerairway.com **does not operate**.

Now, those circumstances are not all that unusual I agree, but what is totally unacceptable is that there is no way in contacting Tiger Airways prior to the departure of a specific flight!

We tried so hard to contact them! They have a Melbourne telephone number but it is really a Singapore number which is either not answered or engaged.

There were seats available the next evening (same Flight No) but we were not within the 4 hour booking limit. We were available and happy to have our journey and expenses transferred to that Flight.

Upon return to Melbourne on the Tiger Airways flight 02-01-08, the so-called "Tiger Airways staff" at Melbourne Airport were evasive and unable to provide any means of effective communication method to the Principals of the Company in Singapore.

The consequence of this process was that this Company has stolen \$ 700.00 from us.

There is no process that enables us to even have a dialogue with this Company.

Who in the Federal Government bureaucracy has given documentary approval for this unfair and I believe, illegal act under the Trade Practices Act 1994?

This is not a hypothetical question, we require to know who was (is) responsible for accepting or rejecting conditions of Contract in the domestic aviation industry. I have already posed this question to my Federal Member, Division of Bass, Ms Jodie

Campbell who was unable to inform me in any specific way! Just a fobbing off to the Victorian Consumer Protection Organization.

We are a citizens resident in Bass, Tasmania, not Victoria! They can't represent our interests!

As a former Commonwealth Public Servant of 26 years in the jungles of PNG and the deserts of the NT and some 19 years of that time the ACT, I can only express how appalled I am with the "dropping of the ball".

Referring to your set questions:

- Are existing consumer protections etc.
- How can airlines ensure passengers are etc
- The answers to the first proposition is clearly, NO, YES and PRINT THE KEY CONDITIONS ON THE FRONT PAGE OF THE "CONDITIONS" and have reasonable but certain means of communication with the airline in question.
- The answers to the second proposition are: AS ABOVE and are the existing airline terms and conditions reasonable? **Of course not**

We give authority for you to publish and distribute the contents of this E-mail to to relevant parties.

Yours faithfully

Bruce Gordon Woollard & Margaret Ann Killen

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