



# Unigas Card Membership Application

The Unigas Card is a service provided by Motorcharge Limited ABN 33008962132 ("Motorcharge") and Retail Decisions Pty Ltd ABN 68 005970570 ("ReD"). Unigas (ABN 35321523024) is a partnership between Kleenheat Autogas Pty Ltd (ABN 19009189306) and Elgas Autogas Pty Ltd (ABN 57 003 707 364)

Please complete the application form and return it to:  
Reply Paid 1659, Motorcharge, GPO Box 5342, Melbourne, VIC 3001.

Enquiries: 1300 1300 54

## 1. BUSINESS

Please complete sections 1, 3, 4, 5, 6 and 7 or 8

Company       Trust       Incorporated Body  
 Partnership       Sole Trader       Other

Registered Name (if applicable)

ACN (if applicable)  ABN

Trustee (if applicable)

Business trading name

Contact person

Position

Principal trading address

Postal Address

Telephone (landline mandatory)  Fax

Email  Years with current owners

Mobile Number  SIC/ANZSIC (if known)

Nature of business  Number of employees

Details of owners/directors previous experience (if business established for less than three years)

Current/Previous Motorcharge Account number:  Registered for GST?  Yes  No

**TRADE REFERENCE DEATILS**  
Trade Reference Details

Telephone

Trade Reference Details

Telephone

**FINANCIAL DETAILS**  
What do you estimate your total monthly account spend to be? (Your expenditure limit will be determined in part on this amount)

\$

Name of external accountant &/or sub contractor authorised to provide financial details

Telephone (landline mandatory)  Fax

## 2. INDIVIDUAL (salary packaging, vehicle allowance, etc)

Please complete sections 2, 4, 5, 6 and 7 or 8

Mr     Ms     Mrs     Other

Given names  Family name

Residential address

Postal Address

Telephone (home)  Telephone (business) (landline mandatory)

Email

Mobile Number

Driver's licence number  Expiry date

Date of birth  Marital status

**HOME**  
 Owned     Mortgaged     Rent     Board

If renting or boarding state landlord's name  Telephone

Telephone

**FINANCIAL DETAILS**  
Car Allowance / Kilometre reimbursement \$   Novated Lease     Other Lease type

**EMPLOYMENT DETAILS**  
 Full-Time     Part-Time     Other

Occupation

Current employer

Date commenced  Employee's telephone

Employer's address

Telephone

I would like to receive my monthly statement electronically. Please send my statement to the following email address:

Please provide me additional information on the following optional services:

Quarterly Vehicle BAS Report     FBT Assist (Fringe Benefit Tax)

Roadside Assistance     Email Exception Alerts

Secure Sentinel

I/We declare that the credit to be provided to me/us by Motorcharge Ltd is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

### IMPORTANT -

You should not sign this declaration unless the credit provided is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

Name:       Name:   
Signature:       Date:       Signature:       Date:



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### 3. AUTHORISED PERSON/S LIABILITY ACKNOWLEDGEMENTS

This offer constitutes an offer by me/us to provide a guarantee and indemnity in favour of Motorcharge and ReD. If this Offer is accepted by Motorcharge and ReD, I/we will be liable for all monies owing by the Applicant to Motorcharge and ReD under any agreement between themselves or with other persons. Motorcharge and ReD recommends to me/us that I/we seek independent financial and legal advice before signing this Offer. I/we acknowledge that I/we fully understand the terms and conditions upon which the offer constituted by this Liability Acknowledgement is made.

In consideration of Motorcharge and ReD considering or approving the Application from ..... of ..... We, the authorised persons of ..... (hereinafter called the Applicant) unconditionally and irrevocably offer to guarantee and indemnify Motorcharge and ReD for payment of any amount which becomes due or owing by ..... to Motorcharge and ReD under any agreement between themselves or with other persons. Once accepted, the guarantee and indemnity will be a continuing guarantee and indemnity despite the occurrence of any other thing and will bind us individually and collectively. The guarantee and indemnity will (amongst other things) survive the variation or termination of the Motorcharge Terms and Conditions of Account and the cancellation of the Applicant's Account. This Offer may be accepted by Motorcharge and ReD approving the Application, such approval will be conclusively evidenced by the dispatch of a Motorcharge Card to the Applicant at the address shown on the Application (or to any other address notified by the Applicant).

This offer remains open and cannot be withdrawn until Motorcharge and ReD has approved or rejected the Application.

**Important Note:** If accepted by Motorcharge and ReD this is a personal guarantee and will affect your personal rights. You should obtain independent and legal advice before making this Offer.

|            |                                 |            |                                 |
|------------|---------------------------------|------------|---------------------------------|
| Guarantor: | <input type="text"/>            | Guarantor: | <input type="text"/>            |
| Position:  | <input type="text"/>            | Position:  | <input type="text"/>            |
| Signature: | <input checked="" type="text"/> | Signature: | <input checked="" type="text"/> |
| Date:      | <input type="text"/>            | Date:      | <input type="text"/>            |
| Witness:   | <input type="text"/>            | Witness:   | <input type="text"/>            |
| Position:  | <input type="text"/>            | Position:  | <input type="text"/>            |
| Signature: | <input checked="" type="text"/> | Signature: | <input checked="" type="text"/> |
| Date:      | <input type="text"/>            | Date:      | <input type="text"/>            |

If there are more directors, please photocopy this acknowledgement, obtain additional signatures and attach to the application.

### 5. GENERAL REQUESTS AND ACKNOWLEDGEMENTS (MUST BE SIGNED)

The applicant or applicants named in this application (the "Applicant"):-

- requests and authorises Motorcharge and ReD to open an account in the Applicant's name and to issue Motorcharge cards for use on the account to such persons as the Applicant may request;
- acknowledges that the Company may approve this application and make an offer to the Applicant to provide the account to the Applicant on the terms set out in the Motorcharge Terms and Conditions of Account (which Motorcharge will supply to the Applicant when an account is opened) by opening an account in the Applicant's name;
- acknowledges that any use or attempted use of a Motorcharge card (whether by the Applicant or any other person) will be taken as the Applicant's unconditional acceptance of the offer set out in paragraph 2 including, without limitation, acceptance of the Motorcharge Terms and Conditions of Account as governing the use and operation of the Applicant's account and any and all Motorcharge cards issued by Motorcharge for use on the account;
- agrees to provide a copy of the Motorcharge Terms and Conditions of Account (as in force from time to time) to any person authorised by the Applicant from time to time to use a Motorcharge card;
- represents and warrants that the information provided in this application is true, correct and complete;
- acknowledges that the information provided in the application will be relied upon by Motorcharge in its decision whether to open an account for the Applicant and issue Motorcharge cards to persons requested by the Applicant's;
- a minimum business operating period may apply as part of account acceptance criteria; and
- authorises Motorcharge to contact their bank, employer, trade references, accountant and landlord to verify and obtain details pertaining to this application.

I/We are duly authorised to sign on behalf of the applicant.

APPLICANT/AUTHORISED SIGNATORIES

|            |                                 |            |                                 |
|------------|---------------------------------|------------|---------------------------------|
| Name:      | <input type="text"/>            | Name:      | <input type="text"/>            |
| Position:  | <input type="text"/>            | Position:  | <input type="text"/>            |
| Signature: | <input checked="" type="text"/> | Signature: | <input checked="" type="text"/> |
| Date:      | <input type="text"/>            | Date:      | <input type="text"/>            |

### 4. PRIVACY ACT AUTHORISATIONS AND ACKNOWLEDGEMENTS (MUST BE SIGNED)

The applicant acknowledges, consents to and agrees that Motorcharge may disclose to Unigas (ABN 35 321 523 024) ("Unigas") and its Merchants if the Application is approved all information related to any transactions on the applicant's account and other information including the applicant's: name; address; email address; telephone numbers; age; and occupation/type of business, for the purpose of Unigas marketing products and services (including products and services of other parties), including promotional offers to the applicant. The applicant specifically authorises Unigas to seek access to collect and use the above information for the above purposes and acknowledges that the operation of this clause will extend to any person issued with a card on the applicant's account and the applicant warrants to Motorcharge that the applicant will have permission of any card holder on the applicant's account to give the above information to Unigas and its Merchants.

To be completed by the Applicants that are an individual, a sole trader or a partnership (all partners) and each director or officer of an Applicant that is a company or an incorporated body and any additional guarantors that do not fit any of the preceding categories.

I/We hereby:

- acknowledge that Motorcharge is allowed to give to a credit reporting agency personal information about me/us contained in the application or otherwise acquired by Motorcharge and which is permitted to be kept on a credit information file;
- agree, if and to the extent that Motorcharge does so in a manner and for purposes that conform with the Privacy Act 1988 (as amended) (the "Act"), to Motorcharge obtaining a consumer credit report containing information about me/us from a credit reporting agency, for the purpose of assessing an application for commercial credit made by me/us or by a company or other entity of which I am/we are an officer/officers;
- agree, if I am/we are signing this acknowledgement as a prospective guarantor, if and to the extent that Motorcharge does so in a manner and for purposes that conform with the Act, to Motorcharge obtaining a consumer credit report containing information about me/us from a credit reporting agency, for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by the Applicant(s);
- agree, if and to the extent that Motorcharge does so and in a manner and for purposes that conform with the Act, that Motorcharge may obtain a consumer credit report about me/us from a credit reporting agency for the purposes of collecting overdue payments relating to commercial credit provided to me/us or a company or other entity of which I am/we are an officer/officers;
- agree, if and to the extent that Motorcharge does so in a manner and for the purposes that conform with the Act, that Motorcharge may exchange information about me/us with any credit providers named in this application or named in a consumer credit report issued by a credit reporting agency:
  - to assess an application for credit by me/us/a company or other entity of which I am/we are an officer/officers;
  - to notify other credit providers of a default by me/us;
  - to exchange information with other credit providers as to the status of this loan where I am/we are in default with other credit providers; or
  - to assess my/our credit worthiness, and I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Act;
- acknowledge that Motorcharge may produce this application or a reproduction of it as evidence of this application for these Motorcharge cards and of the General Requests and Acknowledgements;
- agree that Motorcharge may use my/our personal information for additional purposes including planning, product development and research;
- agree that unless I/we check the relevant box(es) beneath my/our signatures on this form, Motorcharge may provide me/us with marketing information including special offers for card holders;
- agree, if and to the extent that Motorcharge does so in a manner and for the purposes that conform with the Act, that Motorcharge may exchange information about me/us with my/our nominated referees;
- agree that Motorcharge may disclose to its related entities and service providers including bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents with whom Motorcharge has a contract such of the personal information as may be deemed necessary by Motorcharge to enable Motorcharge to manage the Applicant's account;
- acknowledge that if Motorcharge is unable to collect personal information about me/us, then Motorcharge may be unable to open or maintain any affected accounts;
- acknowledge that I am/we are aware that I/we can request a copy of any personal information held about us/me by Motorcharge from Motorcharge Ltd, (GPO Box 5342, Melbourne VIC 3001) free of charge.

|            |                                 |            |                                 |
|------------|---------------------------------|------------|---------------------------------|
| Name:      | <input type="text"/>            | Name:      | <input type="text"/>            |
| Position:  | <input type="text"/>            | Position:  | <input type="text"/>            |
| Signature: | <input checked="" type="text"/> | Signature: | <input checked="" type="text"/> |
| Date:      | <input type="text"/>            | Date:      | <input type="text"/>            |
| DOB:       | <input type="text"/>            | DOB:       | <input type="text"/>            |

If you do not wish to receive marketing information, including special offers for card holders, tick here:

If you do not wish to receive marketing information, including special offers for card holders, tick here:

To prevent unauthorised access to your account please provide an alphanumerical password (min. 6 characters).

Please mail original application. Applications will not be approved until original application is received

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### 6. CARDHOLDER DETAILS

Company or trading name to appear on all cards (up to 27 characters)

Please set out details below of all persons to whom you want Motorcharge cards to be issued on your account (if insufficient space, please enclose a separate list)

| Cardholders Name<br>(unless vehicle only card) | Registration No<br>(if applicable) | Product Restrictions<br>(select from codes below) |
|--|------------------------------------|---|
|  |                                    |   |
|  |                                    |   |
|  |                                    |   |
|  |                                    |   |
|  |                                    |   |
|  |                                    |   |

Product Restriction Codes: G - Gas & Oil Only, F - Gas, Fuel & Oil Only, U - Unrestricted (Valid all products)

### FEES AND PAYMENTS

A once only joining Fee of \$8.00 per card applies together with the following fees charged per card, monthly. All prices include GST.

|                | Management Fee | Card Fee | Total Fee       |
|----------------|----------------|----------|-----------------|
| Fees per card: | \$1.08         | \$0.24   | \$1.32 per week |

Cardholders will be charged a \$0.50 transaction fee for each purchase of any non-Unigas LPG charged to the card

Management Fee is payable in respect of the provision of statistical information reports which will be provided in your Statements. Card Fee is payable in respect of the use of the Card. All fees and charges payable under or in connection with this application are quoted inclusive of GST (where applicable). Payment of the balance shown on your monthly statement is payable immediately on receipt of statement & no later than the due date shown on the statement. These fees are subject to variation from time to time. There is no entitlement to a refund or pro rata payment of any fees if an account is closed. A Billing Administration Fee of 1.3% applies to all payments. This is waived if you choose to pay by Direct Debit, Cheque, Direct Credit or B-Pay. Alternative payment terms upon request.

### 7. DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay Motorcharge Ltd.

Request and Authority to Debit

Surname or Company:

Given names or ABN/ARBN:  ("you")

Request and authorise Motorcharge Ltd (User ID 028031) to arrange for any amount Motorcharge Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial Institution Name:

Address:

Insert details of account to be debited

Name of Account:

BSB No:  Account No:

**Acknowledgement** By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Motorcharge Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

**Payment Details** Debits will be made fourteen days after the issue of a billing advice.

(Insert Your Signature and Address):

Signature:  Date:  /  /

Full Name:

Capacity:

Address:

Postcode:

### Application Checklist

Have you:

- had all declarations signed by Authorised Persons?
- provided your ACN / ABN?
- provided your accountant/external auditor details?
- provided two trade references?
- completed your cardholder details?
- completed your bank details? (Direct Debit only)

An incomplete Application may result in processing delays.

### DIRECT DEBIT REQUEST SERVICE AGREEMENT

Definitions

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you.

us or we means Motorcharge Ltd you have authorised by signing a direct debit request.

you means the customer who signed the direct debit request.

your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account
- 1.1 By signing a direct debit request, you have authorised us to arrange or funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct our financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
2. Changes by us
- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.
3. Changes by you
- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1300 1300 62.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least three (3) working days before the next day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us three (3) days notice in writing before the next debit day. This notice should be given to us in the first instance.
4. Your obligations
- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account for a debit payment:
  - (a) you may be charged a fee and/or interest by your financial institution;
  - (b) you may also incur fees or charges imposed or incurred by us; and
  - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that

the amounts debited from your account are correct.

4.4 If Motorcharge Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Motorcharge Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5 Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 1300 62 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

Motorcharge Ltd  
GPO Box 5342  
Melbourne 3001

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.

8.3 Any notice will be deemed to have been received on the third banking day.

### 8. PAYMENT BY CREDIT CARD

I/We authorise Motorcharge to debit on an ongoing basis the credit card detailed below with the Balance due in accordance with the Card Conditions of Use.

Credit card in the name of:

Credit card numbers:

Expiry date:  /  Card type:  Visa  Mastercard  Bankcard

Authorised signature:



#### Application of terms and conditions, definitions and interpretation

These terms and conditions govern the use and operation of your Account and any and all Cards.

Before using a Card or authorising the use of any Card you should read these terms and conditions carefully. If you do not understand any of these terms and conditions please speak to our staff by telephoning the number above. Please ensure you retain a copy of these terms and conditions for future reference.

Should you prefer to not accept these terms and conditions you must immediately cut each Card in half and promptly return it to us and not use the Account in any way.

In these terms and conditions, the following definitions and rules of interpretation apply unless the context requires otherwise:

*Account* means the account opened by us in your name;

*Accountholder* means the person in whose name the Account is maintained;

*Additional Card* means a Card issued at your request and at our discretion to a person other than you;

*Application* means the original, and any subsequent, application made by an applicant to open the Account;

*Authorised Person* means a person that has signed an "Authorised Person's Liability Acknowledgement" on the Application form or an acknowledgment or guarantee in the same form in relation to the Account;

*Balance* means the total amount shown on the Statement to be due by you and includes a reference in the Statement to the "Amount Due";

*Business Day* means a weekday that is not a public holiday or bank holiday in Melbourne;

*Card* means each "Motorcharge Card", Additional Card, replacement card or other card as we may determine from time to time that is issued by us for use in relation to your Account (a card may or may not bear the name of the Cardholder and may be with or without a signature panel);

*Cardholder* means you and any person authorised by you from time to time to use a Card;

*Expenditure Balance* means, at any time, the total of all amounts that have been charged to your Account but which have not been paid;

*Expenditure Limit* means the amount notified by us to you from time to time in accordance with clause 8 as being the maximum allowable Expenditure Balance of the Account;

*Merchant* means a person authorised by us to accept a Card as the means of payment in relation to the supply of goods or services (or both) by that person;

*Nominated Vehicle* means, in relation to a Card, the vehicle (if any) specified on that Card;

*Notification Event* means if:

- you cease, suspend or threaten to cease or suspend the conduct of all or a substantial part of your business or dispose of or threaten to dispose of a substantial part of your assets;
- an administrator is appointed over you or any of your assets or an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for you to enter into an arrangement, compromise or composition with or assignment for the benefit of your creditors or a class of them;
- you are an individual, you appoint a trustee pursuant to the Bankruptcy Act or a petition for your bankruptcy is issued (except where the petition is no longer in force); or
- if you are a company, an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for your winding up, deregistration, dissolution or administration or for the appointment of a receiver or manager over any of your assets;

*Statement* means a statement issued by us pursuant to clause 11;

*we, our, us* means Motorcharge Limited (ABN 33 008 962 132) and Retail Decisions Pty Limited (ABN 68 005 970 570) and their respective successors and assigns; and

*you and your* means the Accountholder.

Headings are for convenience only and do not affect interpretation.

The singular includes the plural and conversely.

A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

#### 1. Opening of Account, issue of Cards, and charging of amounts

If we accept your Application we will open an Account in your name. If you are a corporation or partnership the Account will be opened in the name of that corporation or partnership. If you are a corporation, you will ensure that each director (as that term is defined in the Corporations Act 2001) at any time is an Authorised Person.

Upon opening the Account we will, at our discretion, issue the Cards you applied for. If you ask us to we will, at our discretion, issue Additional Cards from time to time.

Any amount payable under these terms and conditions will be charged to your Account and recorded in a Statement.

#### 2. Acceptance and application of terms and conditions

The first use or attempted use of a Card, whether by a Cardholder or any other person, will be taken as your agreement to accept and comply with these terms and conditions.

If there is more than one Accountholder, these terms and conditions will apply to each of you collectively and individually and you will each be jointly and severally liable under them. If the Accountholder is a partnership, each partner in the partnership will be jointly and severally liable under these terms and conditions.

You recognise and acknowledge that the Card is a charge card and not a credit card and is issued subject to the fees as set out in, or contemplated by, these terms and conditions.

#### 3. Permitted use of Cards

A Card:

- may only be used by the Cardholder and, where there is a Nominated Vehicle, may only be used in respect of that Nominated Vehicle;
- may only be used to purchase goods or services from a Merchant as specified on the Card and within any limitations or markings designated on the Card;
- may not be used outside the validity period shown on it; and
- may not be used if it or the Account has been cancelled or suspended, the Card has been cancelled or the Account has been closed pursuant to these terms and conditions.

Neither the Card nor the Account may be used for an unlawful purpose.

You must not allow anyone other than a Cardholder to use the Card or the Account.

A Cardholder must not use the Card if you do not honestly expect to be in a position to pay the Balance in full when due or if a Notification Event occurs.

You acknowledge and agree that we have the right to refuse authorisation for any transaction without cause or prior notice and that we shall not be liable to you, a Cardholder or anyone else for loss or damage resulting from such refusal.

#### 4. Ownership and return of Cards

Each Card remains our property and must not be altered or defaced. A Card is not transferable. If, for any reason, we cancel a Card or ask you to return a Card you must immediately cut the Card in half and promptly return it to us. If you no longer need a Card or a Cardholder leaves your employment or ceases to be authorised to use a Card, you must immediately cut the Card in half and promptly return it to us.

If any Card is not cut in half and returned to us as required by these terms and conditions you are liable for, and must indemnify us on demand in respect of, any subsequent use of the Card by any person.

#### 5. Securing Cards

You are responsible for keeping all Cards safe and for ensuring they are used only in accordance with these terms and conditions and only for authorised transactions. You must use your best endeavours to secure the return to us of any Card that has been lost or stolen.

#### 6. Liability for amounts in respect of a Card

You are liable to pay all amounts charged to your Account pursuant to these terms and conditions.

Except as set out in clause 7 of these terms and conditions, we may charge to your Account the amount of any transaction entered into by any person using a Card, even if:

- the Card is used in a way that is not permitted under these terms and conditions;
- you have withdrawn the authorisation of the Cardholder to use the Card;
- the Card is used by a person other than the Cardholder; or
- the Card, or any other Card, has been cancelled.

You acknowledge that you are liable for all charges incurred by the Cardholder arising from, or in relation to, the use of any Card issued at your direction. You also acknowledge that whenever a Card is used you are deemed to have unconditionally authorised us to pay to the Merchant the amount due for all goods and services sold or supplied by the Merchant to the person using the Card.

We may also charge to your Account any fees, charges or other amounts payable to us by you pursuant to the terms of this Agreement.

#### 7. Liability for lost or stolen Cards and unauthorised transactions

You must immediately notify us by phone or in writing as soon as you or any Cardholder believes that a Card has been lost or stolen or used for an unauthorised transaction or if a renewal Card has not been received when due. In order for notification by phone to constitute a valid notice under these terms and conditions, you must note and keep a record of the time, date and person you spoke to and promptly confirm your notice to us in writing by courier or registered post.

If you have validly notified us in accordance with these terms and conditions that you believe a Card has been lost or stolen or used for an unauthorised transaction or a renewal Card has not been received:

- if that Card bears the name of the Cardholder and has a signature verification panel that has been signed by the Cardholder, the maximum total amount you will have to pay for any unauthorised transaction using the Card that is entered into at any time after the date we first receive your notification will be \$100; and
- in any other case, including if the Card bears the name of the Cardholder but does not have a signature verification panel or has a signature verification panel that has not been signed by the Cardholder, you will not have to pay for any unauthorised transaction using the Card entered into at any time after the period ending 30 days after the date we first receive your notification.

Notwithstanding the remainder of this clause, if you or a Cardholder are involved in, or have benefited, directly or indirectly, from, the loss, theft or misuse of the Card, the unauthorised transaction or the non-receipt of the renewal Card, your obligation to pay amounts charged to the Account will not be affected or limited by this clause 7.

#### 8. Expenditure Limit on account

We will notify you of the Expenditure Limit (inclusive of GST) at the time you open the Account. We may vary the Expenditure Limit at any time by notice to you in writing. This variation will take effect at the time specified in the notice. The Expenditure Limit will also be set out on each Statement.

You must ensure that the Expenditure Balance at any time does not exceed the Expenditure Limit. If it does you must immediately pay to us the amount that exceeds the Expenditure Limit. We will also charge to your Account an overlimit fee of \$15 for each month (or part thereof) that the Expenditure Balance exceeds the Expenditure Limit.

#### 9. Non-acceptance of Cards

To the extent permitted by law, we are not responsible if, for any reason, a Merchant refuses to accept a Card.

#### 10. Responsibility for goods and services supplied

To the extent permitted by law, we are not responsible in any respect for any goods or services acquired by any person using a Card or otherwise. You must resolve any complaint or dispute relating to goods or services (including, without limitation, relating to their supply, quality or use) acquired by any person using a Card or otherwise directly with the supplier of the goods or services. Your obligation to pay amounts charged to your Account will not be affected or limited by any such complaint or dispute.

#### 11. Statements

We will send a Statement to you as soon as practicable after the end of each monthly billing period (as determined by us) if:

- any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement; or
- there is any amount outstanding on your Account.

The Statement will show the total amount payable by you to us (this is the Balance or the "Amount Due" shown on the Statement) for the billing period and when payment must be received in order to avoid the charging of a Late Payment Charge.

You will be deemed to have received each Statement upon the earlier of its actual receipt by you or the time set out in clause 22.

#### 12. Paying your Account

You must pay to us the Balance shown in a Statement immediately upon receipt of that Statement. We may also, at any time, demand immediate payment of any charge made to the Account by sending a written demand to you. If we do this, the amount demanded becomes immediately due for payment.

You may pay amounts to us by direct debit or, if we have consented, by direct credit, credit card, cheque or money order payable to us. We do not accept cash payments.

Payments made after 4pm (Melbourne time) on a Business Day or on a day that is not a Business Day will be treated as if made on the following Business Day.

All payments must be made in Australian dollars. If we allow a payment to be made in a currency other than Australian dollars, we will convert that payment into Australian Dollars at a rate determined by us on the date of processing that payment.

If you make a payment and we (acting reasonably) cannot identify the Account to which the payment relates, we will not be responsible for the payment not being credited to your Account.

We may, at our discretion, accept late or part payments or a payment described as being in full or in settlement of a dispute. Our agreement to do so does not constitute a waiver of any of our rights under these terms and conditions or at law and does not mean we agree to a variation to these terms and conditions.

We accept no responsibility in respect of payments sent to us by post or payments made to other persons for transmission to us. All payments are at your risk until received by us.

If we receive a cheque, draft or other payment instrument from you or from another person on your behalf which is not honoured in full for any reason, you are liable to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees. Similarly, if you have arranged to pay us through a direct debit facility of any kind with any financial institution and our debit to your account with that financial institution is not permitted, authorised or honoured in full for any reason, you agree to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees.

### 13. Late Payment Charge

If you do not pay the Balance by the time specified in a Statement or an amount charged to your Account when demanded by us (the "due date") you are in default and we may charge to your Account a "Late Payment Charge". The Late Payment Charge will comprise a default charge and an administration fee.

The default charge will be charged to your Account at the rate of 3% (the "default rate") on the overdue amount (or any part thereof) that remains unpaid on the due date for that amount and at the time specified for payment in each Statement issued after the due date until the earlier of:

- the date that payment of the overdue amount is received by us in full; and
- the date that we close your Account in accordance with clause 18; and

The administration fee is \$15 and will be charged to your Account each time a default charge is charged to your Account.

We may vary the default charge and the administration fee at any time in accordance with clause 20.

Any reference in this clause to "overdue amount" includes any Late Payment Charge that has been charged to your Account and remains unpaid.

### 14. Management and Card Fee

**Management Fee** - You must pay to us each month on a per card basis a Management Fee as notified in your application and monthly statements. The Management Fee is payable in respect of the provision of statistical information reports which will be provided in your Statements.

**Card Fee** - You must pay to us each month on a per card basis a Card Fee as notified in your application and monthly statements. The Card Fee is payable in respect of the use of the Card.

All fees and charges payable under or in connection with these terms and conditions are quoted inclusive of GST (where applicable) and may be subject to change (per clause 20).

### 15. Other fees and charges

In addition to the fees and charges that you must pay to us under the other provisions of these terms and conditions, you agree to pay us the fees and charges below along with such other fees and charges as we determine and notify to you and we may charge to your Account those amounts:

- administration fees in respect of:
  - the provision of copies of documents relating to the Account (including previous Statements and sales vouchers) up to an amount of \$10.00 for each standard statement or voucher and \$20.00 for each special or non-standard statement or voucher;
  - replacement Cards up to an amount of \$8.00 for each replacement Card;
  - reconciliation of accounts up to the rate of \$25.00 per hour for the time that it takes us to reconcile your accounts;
  - refunds on your Account up to the rate of \$25.00 per hour for the time that it takes us process the refund on your Account; and
  - late or partial Account payments up to the rate of \$25.00 per hour for the time that it takes us to process the late or partial payment;
- dishonoured payment fee up to an amount of \$40.00 for any dishonoured payment;
- account fees in respect of the establishment, operation and use of the Account and issuing of Cards in accordance with those specified on the Application form (which may include a once only joining fee, a Card issue fee up to an amount of \$8.00 (payable for each Card issued at the time of issue) and, in the case of special delivery instructions, an additional administration and delivery fee of up to \$30.00; and
- enforcement expenses if you breach these terms and conditions. These expenses may include legal or other collection costs and any charges or disbursements incurred or payable by us arising from a failure by you to pay an amount on the due date.

In the event of us referring your Account to a mercantile or debt collection agent or solicitors for collection of overdue amounts, an administration fee of \$50 may be charged to your Account for the costs incurred by us in making the referral. In addition, you will be liable for any amounts which we are liable to pay the mercantile or debt collection agent and solicitors in connection with your Account and these amounts will be charged to your Account.

We may charge to your Account, in addition to any other amount payable under these terms and conditions, the amount of any government duties, taxes (including goods and services tax) and charges now or in the future charged or payable in relation to or in connection with:

- your Account;
- any guarantee in relation to your Account;
- any amount payable under these terms and conditions;
- any transaction entered into in relation to a Card or using a Card; or
- the supply of any thing (including any goods or services) under these terms and conditions or in connection with your Account, whether or not you are principally liable for the duties, taxes or charges.

We may vary all fees and charges at any time in accordance with clause 20.

### 16. Refunds

We will only credit your Account with a refund in respect of any amount charged to your Account in respect of a transaction if we receive from the relevant Merchant (or any other person) a credit voucher or other refund verification that is acceptable to us.

### 17. Application of payments

Any amount we receive from you will be applied in any order we choose to amounts charged to your Account or any other Account that you have with us that are outstanding.

### 18. Cancellation of Cards and closure of Account

Notwithstanding any other provision in these terms and conditions, we may cancel any Card at any time at our discretion without providing you or the Cardholder with notice.

We will also cancel a Card if you or the relevant Cardholder asks us to or if you or the relevant Cardholder notifies us under clause 7 of these terms and conditions.

If you ask us to close your Account, or we decide to close it (see below), we may cancel all Cards immediately without notice to you or the Cardholder.

Any Card that is cancelled must not be used and you must immediately cut it in half and promptly return it to us. Subject to clause 7, cancellation of a Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay amounts charged to your Account whether in respect of transactions on your Account using the cancelled Card (before or after it is cancelled) or otherwise.

Your Account will be closed if:

- you ask us in writing to close it or if we decide, in our discretion, to close it;
- you have cut in half and returned to us all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our satisfaction why the outstanding Cards cannot be returned; and
- all amounts outstanding on the Account have been paid in full.

Closure of the Account does not affect or limit your obligations under these terms and conditions.

### 19. Suspension

We can suspend the Account or a Card at any time without notice:

- if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation);
- if we suspect that a Card or the Account has been used fraudulently by you or a third party; or
- to prevent loss to you and/or us.

If we do this then you and each Cardholder must not use the relevant Card or the Account until such time as we advise you that the Account or the relevant Card has been reactivated or reinstated. The suspension of the Account or a Card does not otherwise affect or limit your obligations under these terms and conditions.

### 20. Variation

We may vary these terms and conditions in our discretion in any way (including varying a fee or charge or imposing a new fee or charge) at any time by giving you not less than 30 days' written notice of the variation.

### 21. Certificate

A certificate signed by one of our authorised officers concerning an amount charged to your Account or payable by you under these terms and conditions or concerning any other matter in connection with your Account or these terms and conditions will, in the absence of manifest error, be conclusive evidence of the amount charged or payable or of the other matter.

### 22. Notices

Subject to these terms and conditions, any notice, demand or other communication given or made under these terms and conditions must be:

- in writing;
- if given or made by us, signed by one of our authorised officers;
- if given or made by you, signed by you or (if you are a body corporate) one of your authorised officers; and
- delivered to the intended recipient by prepaid post, hand or fax to the address or fax number set out below and will be taken to have been given or made:
  - in the case of delivery by post, three Business Days after the date of posting;
  - in the case of delivery by hand, when delivered; and
  - in the case of delivery by fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error.

Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (Melbourne time) on a Business Day is taken to be received at 9am (Melbourne time) on the following Business Day.

Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law.

For the purpose of providing notice, our contact details are (unless we otherwise notify you):

Customer Service Manager  
GPO Box 5342BB Melbourne VIC 3001  
Fax: (03) 9274 9130  
Phone: 1300 1300 62

For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 23) the details provided in your Application for the Account.

### 23. Change of details

You must notify us:

- promptly of, and in any event no later than 14 days after, any change in your name or address;
- promptly of, and in any event no later than 14 days after, any change in the name of a Cardholder whose name appears on a Card; and
- immediately upon the occurrence of a Notification Event.

If we ask you to provide us with the name and address of any person authorised by you to use a Card you must do so immediately and, in any event, within three days after we ask you.

### 24. Dispute Resolution

If you disagree with any amount charged to the Account, please contact us as soon as possible on 1300 1300 62. You must provide us with written confirmation of your claim and any supporting evidence upon request.

Nothing in this clause 24 entitles you to withhold payment from us in respect of the amount in dispute.

### 25. Miscellaneous

The laws of Victoria govern these terms and conditions. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions.

You may not assign or transfer any of your rights or obligations under these terms and conditions or in respect of your Account without our prior written consent. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions or in respect of your Account.

Time will be of the essence under these terms and conditions

No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless in writing. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument.

Any provision of, or the application of any provision of, these terms and conditions which is:

- prohibited in a jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and
- void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction and may be severed without affecting the enforceability of the other provisions in these terms and conditions.