

# STARCARD TERMS AND CONDITIONS

**By retaining and/or using a Caltex StarCard, the Customer agrees that it is bound by these Terms and Conditions, as varied by Caltex from time to time.**

<p><b>1. DEFINITIONS</b></p> <p>“Account” means the account opened by Caltex for the Customer to which any Transaction made by the Customer or a Cardholder will be debited; “Caltex means Caltex Australia Petroleum Pty Ltd ABN 17 000 032 128, its subsidiaries, related or associated companies; “Card” means a Caltex StarCard issued by Caltex from time to time; “Card Fee” means each person to whom a Customer and each person who uses a Card which has been issued at the request of a Customer to a non-person and shall also include the Customer; “Customer” means the person identified as the “applicant” in the application form to open a Card account with Caltex; “Customer Hotline” sat out in Item 5 Schedule; “Dishonour Fee” means a fee set out in Item 4 of the Schedule; “EFTPOS” means electronic funds transfer at the point of sale; “Electronic Transactions” means Transactions processed and approved electronically; “GST” means GST as that term is defined in A New Tax System (Goods and Services Tax) Act 1999; “Lubricants” means all lubricating oils, greases, brake fluids, coolants, fuel performance additives and degreasers manufactured or marketed (or both) by or on behalf of Caltex; “Merchant” means a supplier of Products and Services who is authorised by Caltex to accept the Card; “Merchant Services” means vehicle maintenance, repairs and other services which are provided by the Merchant to the Customer and which are not directly related to the sale by the Merchant of Petroleum Products; “Motor Fuel” means petrol, diesel, liquefied petroleum gas and any other products which are or may be used in propelling motor vehicles and which are manufactured or marketed (or both) by or on behalf of Caltex; “Petroleum Products” means any petroleum products supplied by Caltex to the Merchants including Caltex Motor Fuel and Caltex Lubricants; “PIN” means personal identification number; “Products and Services” means Lubricants, Motor Fuel, Petroleum Products, convenience store goods and services, motor vehicle repairs and maintenance or other motoring products; “Purchase Limit” means the amount notified to the Customer by Caltex from time to time a being the maximum amount allowed for purchases of Products and Services by the Customer on its Card/s during a specified period; “Surcharge” means a fee which may be charged by the merchant to the Cardholder in return for the Merchant accepting the Cardholder Card/s as a method of payment for Products and Services; “Transaction” means a transaction in which a Card is used by a Cardholder to purchase Products and Services that are authorised by Caltex. In these conditions, unless the context requires otherwise, a reference to the singular includes the plural and vice versa, a reference to a gender includes all other genders and reference to “person” includes a natural person, company, body corporate and other form of legal entity.</p> <p><b>2. ACCEPTANCE OF CONDITIONS OF USE</b></p> <p>In considerations of the Customer and Cardholder being issued with the Card, the Customer and the Cardholder agree to comply with these conditions as amended from time to time.</p> <p><b>3. CALTEX STARCARD FACILITY</b></p> <p>Caltex will make StarCard facility available to enable each Cardholder to obtain Products and Services from Merchants at locations specified by Caltex from time to time.</p>	<p><b>4. ADDITIONAL CARDS</b></p> <p>4.1 Caltex may issue a Card to any Cardholder nominated in writing by the Customer as an agent of the Customer for the purpose of operating the Customer’s Account, provided the Cardholder is, in the case of a natural person, at least eighteen years old</p> <p>4.2 If a Card is issued to a Cardholder it may be used on the Account as though it was the Customer’s Card. <u>Such use of a Card by a Cardholder on the Account will bind the Customer as if the Customer had used the Card on the Account.</u> The Customer must ensure that any Cardholder who uses the Card complies with these Terms and Conditions as applicable. The Customer is liable for any failure by any Cardholder to comply with these Terms and Conditions.</p> <p>4.3 The Customer must give Caltex reasonable prior written notice, and the Customer must confirm that Caltex has received that notice, if the Customer wishes to withdraw the authority of a Cardholder to operate on the Account. The Customer shall be liable for any use of the Card until the Customer has confirmed that Caltex has received that notice. To confirm contact Customer Hotline</p> <p><b>5. VALIDITY OF CARD</b></p> <p>5.1 Where Cardholders are natural persons they must sign their Cards immediately upon receiving them. A Card may not be accepted unless it carries the Cardholders signature.</p> <p>5.2 Each Card issued to natural persons will be for the exclusive and sole use of the Cardholder for whose use the Card is issued and may only be used during the validity period shown on the front of the Card.</p> <p>5.3 The Customer and any Cardholders should use PIN verification except at manual sites where PIN verification is not available. The Customer shall be solely liable for any losses if they are any Cardholders (or both) do not utilise PIN verification at all or at any specific site, except;</p> <ul style="list-style-type: none"> <li>• At manual sites where PIN verification is not available but another form of verification is required;</li> <li>Or</li> <li>• During periods when PIN verification is not available</li> </ul> <p>5.4 The Card may only be used when it is valid for the Products and Services. Subject to earlier termination or cancellation, the Card shall be valid only until the expiry date shown on the Card. The clause 23 if a Customer’s Card is used to purchase Products &amp; Services after the expiry date of the Card.</p> <p>5.5 The Customer acknowledges and agrees that motor vehicle registration numbers in connection with any Card are solely for reporting purposes and are not a method of verification.</p> <p><b>6. PURCHASE OF PRODUCTS AND SERVICES</b></p> <p>6.1 If a Transaction is processed manually (that is without use of EFTPOS), the Cardholder will be required to sign a Card sales voucher acknowledging receipt of the Products and Services supplied and must write on the voucher any fleet controls required, i.e. odometer reading or order number and provide details of the Cardholder’s driver licence.</p> <p>6.2 If a Transaction is processed using EFTPOS for which a signature for a PIN is required, the Cardholder must ensure that the details on the receipt are correct. If the Cardholder uses PIN verification in the Transaction, the Customer and Cardholders acknowledge that a signature is not required.</p> <p>6.3 Caltex has no liability to the Customer or Cardholders where, for any reason, a Merchant refuses to supply the Products and Services to the Cardholder by way of the Card.</p> <p>6.4 Caltex has no liability or responsibility for any incorrect pricing of any purchases by the Customer or Cardholder for any Products or Services. Caltex may in its absolute discretion rectify an incorrect pricing within a reasonable time after notification.</p> <p>6.5 Caltex is not liable for any loss or damage if the Customer or Cardholder is unable to complete the purchase of Products and Service or an error occurs when Products or Services are being purchase or processed. In such a case, Caltex’s liability is limited to correcting any errors and refunding any charges or fees</p>	<p>imposed on the Customer as a result.</p> <p>6.6 Caltex shall not be liable if any Merchant refuses to allow purchases or Products and Service by use of a Card, whether the Merchant has been directed by Caltex to do so or otherwise. Any inquiries arising from any default or deficiency in Products and Services acquired by use of a Card must be resolved with the relevant Merchant. The Customer shall not withhold payment from Caltex because of any refusal by a Merchant to allow purchases.</p> <p><b>7. CUSTOMER RESPONSIBILITY</b></p> <p>7.1 The Customer agrees to be responsible for all purchases made on the Account.</p> <p>7.2 The Customer agrees to pay Caltex:</p> <ol style="list-style-type: none"> <li>a) the purchase price of all Products and Services purchased on the Account by an Cardholder; and</li> <li>b) the cash price of all taxes, expenses and charges debited to the account by Caltex under these conditions.</li> </ol> <p>7.3 Unless otherwise agreed by Caltex, the purchase price of all Products and Services purchased using a Card shall be the price charged by the Merchant at the time of purchase.</p> <p><b>8. PROPERTY AND LOSS</b></p> <p>8.1 The Card always remains Caltex’s property</p> <p>8.2 Damaged Cards and Cards not in use must be immediately destroyed by the Customer. The Customer shall be liable for any loss caused by unauthorised use of any Card which has not been destroyed in accordance with this clause. The Customer shall indemnify and keep indemnified Caltex from any claims arising directly or indirectly from any failure by any Customer to destroy any Card in accordance with this sub-clause.</p> <p>8.3 The Customer must notify Caltex, both on the Customer Hotline and in writing, immediately the Customer becomes aware of the loss, theft or possibility or unauthorised use of a Card. Until Caltex receives notice from the Customer strictly in accordance wit this clause and the Customer has confirmed that Caltex has received that notice, the Customer shall be liable for any unauthorised use of the Card and all losses arising from any unauthorised use of the Card.</p> <p><b>9. PURCHASE LIMIT</b></p> <p>9.1 Except with Caltex’s prior written consent, in respect of Electronic Transactions, any amount in excess of the Purchase Limit must be paid by the Customer immediately on demand from Caltex.</p> <p>9.2 Caltex may at its discretion refuse to supply Products and Services to the Cardholder if a Customer or Cardholder exceeds any Purchase Limit.</p> <p><b>10. ODOMETER READING</b></p> <p>10.1 If a Card is established requiring an odometer prompt, the Cardholder must enter a reading of the relevant vehicle’s odometer at the time of purchase of fuel and oil products, together with such other information as may be required by Caltex from time to time.</p> <p>10.2 Caltex is not liable for any losses caused as a result, directly or indirectly, of a Cardholder not entering a reading of the relevant vehicle’s odometer in accordance with subclause 10.1</p> <p><b>11. PAYMENT AND FEES</b></p> <p>11.1 Caltex will issue tax invoices for Card purchases specifying the amounts owed to Caltex and any other additional fees and charges.</p>
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<p>11.2 Payments will be made as set out in Item 1 of the Schedule or within such shorter period as may be agreed by the Customer and Caltex (“due date”). Payments will be made by direct debit. Where a payment is due on a weekend or public holiday, the due date is the next business day after the weekend or the public holiday, as the case may be.</p> <p>11.3 Payments received by Caltex shall be applied:</p> <ul style="list-style-type: none"> <li>• Firstly, in payment of any bills or payment charges;</li> <li>• Secondly, in payment of all government duties or charges;</li> <li>• Thirdly, in respect of any direct or indirect enforcement expense including all legal costs (on a full indemnity basis) and bank charges; and</li> <li>• Finally, to the outstanding closing balance of the Account, plus any accrued and unbilled charges.</li> </ul> <p>11.4 A payment will not be treated as made until the day upon which it is unconditionally credited to Caltex. The Customer is in default if payment is not received by the due date.</p> <p>11.5 The Customer shall pay a monthly Card Fee as set out in Item 2 of the Schedule.</p> <p>11.6 Caltex may charge a fee which Caltex considers reasonable if Caltex reissues any Card to a Customer or Cardholder as a result of loss or damage to a Card.</p> <p>11.7 The Customer must pay Caltex on demand any amount properly owing to Caltex after correction of price on any specific purchase.</p> <p>11.8 The Customer must pay, in addition to any other amount prescribed by these conditions, any Surcharge.</p> <p><b>12. DEFAULT AND DISHONOUR FEE</b></p> <p>12.1 When payment is not made by the due date on the statement the unpaid amount will be stated to be overdue on following statements.</p> <p>12.2 The Customer is in default if payment is not received by the due date. In addition to any other right which Caltex may have, Caltex may charge the Customer the Default Charge per month as set out in Item 3 of the Schedule.</p> <p>12.3 Caltex may at its discretion suspend the operation of the Card for non-payment any time after the due date of payment.</p> <p>12.4 If the Customer’s financial institution dishonours a payment from the Customer’s account, Caltex may charge the Customer a Dishonour Fee.</p> <p><b>13. DISPUTED TRANSACTIONS</b></p> <p>13.1 The Customer may contact Caltex to clarify details recorded on any tax invoice which the Customer receives from Caltex</p> <p>13.2 When disputing any account, the Customer must provide Caltex with the following details:</p> <ol style="list-style-type: none"> <li>a) Account no/Card no number and the Merchant with whom the Transaction is disputed;</li> <li>b) Type of Transaction;</li> <li>c) Date, time, place and amount of Transaction; and</li> <li>d) All the relevant information received in the Transaction.</li> </ol> <p>13.3 Caltex is not liable to a Customer (or any other person) if Caltex is notified about a dispute more than 28 days after the Customer has received the relevant tax invoice</p> <p><b>14. LIMITATION OF LIABILITY</b></p> <p>14.1 The Customer and Cardholders acknowledge and agree that Caltex does not carry out, is not responsible for and has no liability whatever in respect of, any Merchant Services</p> <p>14.2 Caltex does not warrant that any Merchant Services shall be of any particular grade, quality or standard or will be fit for any purpose.</p> <p>14.3 The Customer releases Caltex from and indemnifies Caltex against any liability which arises directly or indirectly out of the provision of Merchant Services</p> <p><b>15. RENEWAL</b></p> <p>15.1 Caltex may at its discretion renew the Card</p> <p>15.2 Where the Card is renewed, the customer and each Cardholder must agree to be bound by conditions applicable to the Card at the time of renewal and any subsequent changes notified by Caltex to the Customer from time to time</p>	<p><b>16. CANCELLATION</b></p> <p>16.1 Caltex may cancel any Cards at any time without notice. No reason needs to be given for any cancellation</p> <p>16.2 If Card are cancelled, all amounts owing by the Customer to Caltex in connection with the Customer’s Card shall be paid to Caltex within 10 days of any notification of cancellation and the Customer shall immediately destroy any cancelled Cards. Any amounts owing by the Customer in respect of the use of the Customer’s Card after it has been cancelled shall be invoiced by Caltex to the Customer as soon as practicable after Caltex becomes aware of those amounts and shall be paid by the Customer to Caltex within 10 days of that invoice.</p> <p>16.3 The Customer shall be liable for any loss caused by unauthorised use of any Card which has not been destroyed in accordance with sub-clause 16.2</p> <p>16.4 The Customer shall indemnify and keep indemnified Caltex from any claims arising directly or indirectly from any failure by the Customer to destroy any Card in accordance with subclause 16.2</p> <p>16.5 The Customer declares that the credit to be provided to it by Caltex under the Card is to be applied wholly or predominantly for business or investment purposes (or for both those purposes).</p> <p><b>17. CHANGE OF ADDRESS OR OTHER DETAILS</b></p> <p>17.1 The Customer shall promptly notify Caltex in writing of any change in their Customer details and, in any event, within 7 days of any such change.</p> <p><b>18. WAIVER</b></p> <p>18.1 No waiver by Caltex for any breach or non-observance by the Customer or Cardholder of any of these conditions will constitute a general waiver.</p> <p><b>19. VARIATION</b></p> <p>19.1 Subject to clause 19.2, Caltex reserves the right to vary any of these conditions at any time by giving not less than 30 days prior written notice.</p> <p>19.2 Caltex may vary Card Fees, Default Charge and Dishonour Fee as required without notice to the Customer</p> <p><b>20. GOVERNMENT CHARGES</b></p> <p>20.1 Caltex may charge the Customer Card with any government taxes and fees arising in connection with the Customer’s Account.</p> <p><b>21. NOTICES</b></p> <p>21.1 All notices must be in writing, must be in English and must be delivered personally, by mail, by fax or by email to the latest address which the receiving party has notified to the other party. Notices will be deemed to have been received by the receiving party on:</p> <ol style="list-style-type: none"> <li>a) the date of delivery, if served personally;</li> <li>b) 2 days after the date of posting, if sent by prepaid post; and</li> <li>c) generation of a transmission report on the sender’s machine confirming transmission, of sent by facsimile.</li> <li>d) The opening of the e-mail by the recipient, if sent by email</li> </ol> <p><b>22. APPLICABLE LAW</b></p> <p>22.1 Subject to subclause 22.2, these conditions will be governed by the laws of the State or Territory where Caltex has its registered office and the Customer submits irrevocable to the jurisdiction of the courts of that state.</p> <p>22.2 Caltex may, in its absolute discretion, choose the laws of the State or Territory where the Customer has its address as advised in writing to Caltex to govern these conditions and, in the event that Caltex so chooses, the Customer submits irrevocably to the jurisdiction of the courts of that State of Territory</p> <p><b>23. INDEMNITY</b></p> <p>23.1 To the maximum extent permitted by law, the customer shall indemnify Caltex against all liability, claims, losses, damages or costs which Caltex may suffer</p>	<p>directly or indirectly as a result of any use of the customer’s Card, whether by the Customer or a Cardholder, except to the extent caused by a negligent act or omission of Caltex.</p> <p>23.2 Without limiting the generality of clause 23.1, the Customer will indemnify Caltex against any loss, cost or expense caused by any failure of the Customer to make any payment of moneys due and payable on the due date.</p> <p><b>24. GST</b></p> <p>24.1 Subject as may otherwise be expressly stated in these Terms &amp; Conditions, if any supply made under these Terms and Conditions, if any supply made under these Terms and Conditions by one party (“Supplier”) to the other party (“Acquirer”) is subject to GST, the payment for that supply will be inclusive of GST (if any) and the Supplier is not entitled to recover any additional amount on account of GST from the Acquirer.</p> <p>24.2 If a payment made by one party to the other party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by that other party, the reimbursement or indemnification sum will first be reduced to a net sum by deducting the amount, if any, for which that other party is entitled to an input tax credit, and then increasing that net sum by the amount of GST payable by that other party.</p> <p>24.3 Words or expressions used, which are defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i>, have the same meaning in this clause 24.</p> <p><b>25. PRIVACY NOTICE AND AGREEMENT</b></p> <p>25.1 Caltex has collected and will collect personal information about the Customer and any Cardholder (in this clause “you”) (as requested in your original application form) (“your information”) for the purposes of this agreement and any credit relationship with you. If Caltex could not collect this information, it would be unable to deal with you in a credit relationship. Caltex respects your privacy and will only use or disclose your information in accordance with the <i>Privacy Act 1988</i>. Your information may be disclosed to Caltex’s associated entities (“Caltex Group”) and to third parties contracted to provide services to a Caltex Group company.</p> <p>25.2 The Caltex Group would like to keep you information about products and services including products and services supplied by third parties that may be of interest to you. You agree that your information may be used to send you marketing material and offers about products and services. To stop receiving this, you can write to the below address.</p> <p>25.3 You also agree that a Caltex Group company may disclose your information to a likely or actual buyer of the whole or part of a Caltex Group company business, if reasonably necessary for such a sale.</p> <p>25.4 You can access your information in accordance with the <i>Privacy Act 1988</i>. To request access, ask a privacy-related question or get a copy of our Privacy Policy Statement, please write to:</p> <p>The Privacy Compliance Offer Caltex Australia Petroleum Pty Ltd GPO Box 3916 Sydney NSW 2001</p> <p><b>SCHEDULE</b></p> <ol style="list-style-type: none"> <li>1. PAYMENTS - All payments must be made by direct debit (unless otherwise agreed) by the due date shown on the invoice.</li> <li>2. CARD FEE - Minimum Fee \$4.95 (including GST) per Card per month</li> <li>3. DEFAULT CHARGE - \$22.00 per month (including GST)</li> <li>4. DISHONOUR FEE - Dishonour Fee is \$35 (GST exclusive)</li> <li>5. CUSTOMER HOTLINE - Telephone 1300 365 096</li> </ol>
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