

# CALTEX LOADABLE STARCASH MERCHANT AGREEMENT.

**BETWEEN:** CALTEX AUSTRALIA PETROLEUM PTY LTD, (ABN 17 000 032 128)  
of Level 24, 2 Market Street, Sydney, New South Wales 2000 ('Caltex')

**AND:** \_\_\_\_\_  
(Company name) (ABN)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_ Merchant.  
(Postcode)

## WHEREAS:

- A. Caltex will supply Merchant with Loadable StarCash Cards ('Cards') to facilitate the supply of Cards to Customers.
- B. The Merchant agrees to supply Cards to Customers as a limited agent for Caltex, in accordance with the terms below.

## DEFINITIONS:

- AMS** means the Caltex management system which is linked to the Caltex computer network.
- Customer** means a member of the public who wishes to purchase a Card.
- GST** means Goods and Services Tax.
- Commission** means the commission payable to the merchant.
- Other Fees** means any other cost or expense that Caltex may charge the Merchant for the Cards from time to time, such as postage costs, delivery costs, etc.

## TERMS:

1. The Merchant must not charge or attempt to charge any Customer who purchases a Card any fee or commission for the sale of the Card. The Merchant may charge the surcharge applicable to a credit card if the Customer elects to use a credit card as a payment for the Card.
2. The Merchant must not load or sell a Card if the electronic point of sale or AMS systems are not operational.
3. The Merchant must not charge any Customer GST on the value of a Card.
4. Caltex will pay the Merchant a Commission equal to 2% (plus GST) ("Commission") on the value of each Card loaded by the Merchant.
5. Caltex will direct debit the Merchant's nominated account for the value of all Cards loaded by the Merchant less the Commission. Caltex will direct debit the account on the next business day after the day of the sale of each Card.
6. Caltex will direct debit the Merchant's nominated account for the value of Other Fees associated with the Cards. Caltex may at its discretion change the scope or the amounts of the Other Fees. Caltex will issue the Merchant an Recipient Created Tax Invoice for the Commission. Attached in **Schedule 2** is a revised RCTI Agreement which in addition to existing transactions incorporates the new Commission.
7. Caltex supplies Cards to the Merchant on Caltex StarCash Conditions of Supply attached as **Schedule 1**.
8. The Merchant must inform the Customer that StarCash Conditions of Use apply to Cards.
9. Either party may terminate this Agreement immediately by notice at any time.
10. This Agreement will be governed by the laws of New South Wales.

Signed on behalf of the Merchant  
by its authorised officer in the presence of:

\_\_\_\_\_  
Signature of Authorised Officer  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Date

## CALTEX STARCASH CONDITIONS OF SUPPLY.

### (Schedule 1)

These conditions apply to the supply of any Caltex StarCash cards ("Cards") by Caltex Australia Petroleum Pty Ltd ABN 17 000 032 128 ("Caltex") to the Merchant ("Merchant"): **1. Acceptance of conditions.** Use or acceptance of any Card will be deemed acceptance by the Merchant of these conditions. **2. Invoice payment.** The Merchant must pay to Caltex all amounts shown on any invoice issued for Cards on or before the end of the "Payment Terms" period for that invoice. **3. Property.** The Cards remain at all times the property of Caltex. **4. Default.** If a Default (as defined below) occurs: (a) Caltex may cancel the Cards (including any unused stored value) and any agreement relating to the Cards, and may retake physical possession of the Cards; (b) Caltex may set off any amount owing to it under these conditions against any amount payable by Caltex to the Merchant; and (c) the Merchant must pay to Caltex on demand: (i) all outstanding amounts relating to the Cards; (ii) interest on overdue amounts accrued under clause 5 of these conditions; (iii) Caltex's costs and expenses relating to the Default and enforcing its rights under these conditions. A "Default" occurs if the Merchant: (d) breaches any of these conditions or breaches any Conditions of Use applying to the Cards; or (e) before Caltex has received payment in accordance with clause 2: (i) is or becomes insolvent or otherwise unable to pay its debts as and when they fall due; (ii) is the subject of a winding up or bankruptcy application, liquidation, administration or similar proceeding for which an administrator, receiver, trustee or manager (or similar) is appointed to the Merchant or its assets. **5. Overdue amounts.** Interest accrues daily on each unpaid amount which is due and payable under these conditions (including on unpaid interest under this clause) from and including the due date, up to but excluding the date of actual payment, at the rate of the RBA cash rate plus 3% per annum. **6. Exclusion of liability.** Caltex and its associates expressly disclaim all liability, to the extent permitted by law, to the Merchant in respect of any loss by the Merchant relating to supply, use, operation or otherwise dealing with the Cards or relating to Caltex enforcing its rights under these conditions. Caltex has no liability to the Merchant or any Card holder where, for any reason, an authorised dealer refuses to supply any products or services to a Card holder by way of the Card. **7. Conditions of Use.** The Merchant must ensure that Card holders, to which the Merchant provides the Cards, are aware of the Conditions of Use for the Cards. The Conditions of Use are available on [www.caltex.com.au](http://www.caltex.com.au). **8. Miscellaneous** **8.1.** These conditions supersede (including to the extent of any inconsistency) all prior agreements and understandings between the parties relating to the subject matter. If any condition is unenforceable for any reason the remainder of these conditions remain in full force and effect. **8.2.** A notice from or demand by Caltex stating that a Default has occurred, or that a specified sum of money is owing or payable under these conditions, is taken to be correct unless proved incorrect. **8.3.** Delay or failure by Caltex to exercise any right under these conditions is not a waiver of any right. Consent by Caltex to a breach of these conditions does not constitute consent to any subsequent breach. **8.4.** In these conditions: use of examples or words like **including** do not limit what may be included; the singular includes the plural and vice versa; a reference to time is to Sydney, Australia time; and a reference to a statute or other law includes regulations and other instruments under it and amendments or replacements of any of them. **8.5.** These conditions are governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of that State.

## CONDITIONS OF USE.

These conditions apply to any use of a Caltex StarCash card ("Card") by any person ("Customer"): **1. Acceptance of Conditions of Use.** Any use of a Card by a Customer will be deemed to be an acceptance of these conditions. **2. Validity of Card.** Where a signature panel is provided on a Card, the Customer must sign the Card immediately. Any relevant Card which has not been signed will not be accepted. **3. Verification of Card.** The Customer may request Caltex to require PIN verification of Cards, and where provided with a signature panel, signature verification may also be requested. **4. Purchase of Goods and Services.** The Card may only be used at Caltex/Ampol outlets where EFTPOS facilities are available and operational. The Card can be used to purchase (or part pay in conjunction with cash) any goods or services available at these outlets. **5. No cash.** No cash out facilities are available with the Card and the Card is not redeemable for cash. **6. Customer Responsibility.** Customer must ensure all details on any receipt are correct. Any dispute regarding receipt details is between the Customer and the Caltex outlet. **7. Non-Supply of Goods or Services.** Caltex will have no liability to the Customer where, for reasons beyond the reasonable control of Caltex, an authorised dealer refuses to supply products or services to the Customer. **8. Property and Loss.** The Card remains the property of Caltex. If any Card is lost or stolen, or if the Customer becomes aware of the possibility of any unauthorised use of the Card, the Customer must immediately notify Caltex on 1800 021 935. Until the Customer has given Caltex such notice, the Customer is liable for any unauthorised use of the Card. Caltex will not replace a Card with a face value of less than \$150. If Caltex replaces any Card, a card replacement fee of \$50.00 will be charged. **9. Purchase Limit.** The total amount of purchases made by a Customer on a Card must not exceed the face value of the Card or reissued value of a replacement Card. The Caltex EPTPOS system will check for any purchase in excess of this limit. If the Customer's purchases exceed the face value of the Card, the Customer is liable to Caltex for the payment in cash of any such excess. **10. Expiry.** The Card expires on the last day of the month stated on the front of the Card or, if no month is stated, 12 months after the date of purchase. Any balance that remains on the card after expiry will not be available for use. **11. Use of Card at Unmanned Locations.** Cards can only be used at unmanned locations if they have PIN verification. Therefore, the Customer must request PIN verification when ordering a Card if the Customer wishes to use a Card at an unmanned location. **12. Non-Compliance with Conditions of Use.** Caltex may cancel a Card if the Customer does not comply with these Conditions of Use. **13. Exclusion of Liability.** Caltex and its related entities expressly disclaim all liability, to the extent permitted by law, to the Customer in respect of any loss by the Customer relating to use, operation or otherwise dealing with the Cards or relating to Caltex enforcing its rights under these Conditions.