

# STARCARD DEBIT (PRE-PAID) TERMS AND CONDITIONS

## 1 Acceptance of Application

- 1.1 Caltex may accept or decline an Application (at its sole discretion) by written notice to the Customer after the receipt of the correctly completed Application and all supporting information that may be requested.
- 1.2 If Caltex accepts an Application, Caltex agrees to provide the Customer with the Pre-Paid StarCard Facility on these Pre-Paid Standard Terms and Conditions.
- 1.3 In consideration of Caltex providing the Customer with the Pre-Paid StarCard Facility, the Customer agrees to be bound by these Pre-Paid Standard Terms and Conditions.
- 1.4 These Pre-Paid Standard Terms and Conditions include the Application and the Direct Debit Service Agreement.
- 1.5 The Customer must, in the Application, specify the projected monthly spend on Petroleum Products (taking into consideration factors such as the type of vehicle, fuel tank capacity, and number of fill ups per month) and other projected expenditure across all Cards. This will provide the basis for the calculation of the Initial Top-Up Amount and the Top-Up Amount.
- 1.6 The Customer may request Roadside Assistance Services in the Application. The membership fees for the Caltex Roadside Assistance service are payable on a per Cardholder basis and will be charged to the Cardholder's Card. Additional costs incurred at the time of breakdown are to be paid in accordance with the Caltex Roadside Assistance StarCard Customer Application.

## 2 Term

- 2.1 These Pre-Paid Standard Terms and Conditions commence when Caltex accepts the Customer's Application and continue until terminated in accordance with clause 14

## 3 Contact Details

StarCard Support: 1300 365 096  
StarCard Online: [www.caltex.com.au](http://www.caltex.com.au)  
Address: GPO Box 3998 Sydney NSW 2001  
Fax: (02) 9250 5797  
E-mail: [starcard.debit@caltex.com.au](mailto:starcard.debit@caltex.com.au)

## 4 Purchases

- 4.1 Caltex agrees to provide the Customer with the Pre-Paid StarCard Facility for the purposes of issuing Pre-Paid StarCards to Cardholders nominated by the Customer to be used to purchase Products and Services.
- 4.2 The Customer must pay the prices charged by the Merchant for Products and Services at the time of the Transaction.
- 4.3 In addition to the price for Products and Services, the Cardholder must pay:
  - (a) any duties, taxes, government charges, levies and other imposts currently or in the future being levied by any government or regulatory authority on any of the Products or Services, or the price of any of the Products or Services, in the amounts applicable from time to time;
  - (b) any costs incurred by Caltex in order to comply with the present and/or future requirements of any government or regulatory authority, including any requirements relating to pollution, carbon, emissions and greenhouse gases (including reporting requirements, the holding of permits and the holding of off-set credits), to the extent such costs increase the cost of any Products or Services or the cost of production or delivery of any of the Products or Services;
  - (c) a Card Fee;
  - (d) any Card reissue fee, if Caltex reissues any Card to a Cardholder; and
  - (e) GST, where applicable.
- 4.4 Notwithstanding delivery of the Products and/or Services by the Merchant to the Cardholder, the Cardholder acknowledges that Products and/or Services purchased using the Card are purchased from Caltex.

## 5 Use of Cards

- 5.1 Caltex may issue Cards to the Cardholders nominated by the Customer in the Application.
- 5.1 Each Card is a stored value card and has a maximum stored value of \$4,999.
- 5.2 The Customer, as the Pre-Paid StarCard Facility holder, is fully responsible for the use of the Cards by any of the Cardholders, including the use of PINs.
- 5.3 The Customer must ensure that the Cardholders comply with these Pre-Paid Standard Terms and Conditions.
- 5.4 The Card can only be used to pay for:
  - (a) Products and Services purchased from Merchants; and
  - (b) amounts payable to Caltex under the Caltex Roadside Assistance StarCard Customer Application.
- 5.6 The Cardholder must provide the Card to the Merchant at the time of the Transaction.

- 5.7 The Cardholder may only use the Cards which are valid and, subject to earlier suspension and termination, only until the expiry date shown on the Card. The Customer shall be fully responsible for any purchases, fees and charges incurred on expired, suspended or otherwise invalid Cards.

- 5.8 All Cards remain the property of Caltex at all times. Caltex may, provided it has a legitimate business reason for doing so, or if the Customer is in breach of these Standard Terms and Conditions, at any time, cancel or require the Customer to return or destroy any Card. Where the Customer is not otherwise in breach of these Pre-Paid Standard Terms and Conditions, Caltex will reissue a replacement Card to the Customer as soon as practicable.

- 5.9 The Cards may not be used to obtain cash, cash equivalent of a Product or Service or cash for the refund of a Product or Service.

- 5.10 Cards may be issued with Purchase Limits as requested by the Customer in the Application or otherwise notified by Caltex to the Customer. It is the Customer's responsibility to ensure that the Cardholders do not exceed the Purchase Limits.

- 5.11 The Customer is responsible for any purchase in excess of the Purchase Limits.
- 5.12 Caltex may refuse to supply any Products or Services to the Customer/Cardholder in excess of the Purchase Limit ("Purchase Limit Exceedance"). In this case, the Customer/Cardholder must pay Caltex/Merchant the amount of the Purchase Limit Exceedance immediately in full. If the Customer/ Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

## 6 PINs and Identity Verification

- 6.1 Caltex provides the option for a Personal Identification Number ("PIN") for each Card to be set up. The PIN is to be chosen by the Customer. The Cardholder must use the PIN for all electronic Transactions. Caltex will not accept or process any electronic Transaction where a Card is PIN activated and the Cardholder fails to enter the correct PIN at the time of the Transaction. In this case, the Customer/ Cardholder must pay to Caltex/Merchant the amount payable in respect of the Products and/or Services, which have been supplied or performed, immediately in full. If the Customer /Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

- 6.2 Where a Card has been issued without a PIN or where the Merchant processes the Card manually, the Cardholder must provide the Merchant with a suitable form of identification at the time of the Transaction.

- 6.3 The Customer agrees that the signature on the back of the Card is not a sufficient form of identification. Caltex may refuse to supply any Products or Services to the Customer /Cardholder where the Cardholder is not able to provide acceptable identification to the Merchant at the time of the Transaction. In this case, the Customer/ Cardholder must pay to Caltex/Merchant the amount payable in respect of the Products and/or Services, which have been supplied or performed, immediately in full. If the Customer/Cardholder is not able to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

## 7 Lost, Stolen Cards and Cancellation of Authority to Use

- 7.1 If any Card is lost, stolen, misused, no longer required by the Cardholder, or the Customer wishes to withdraw the authority of the Cardholder to use the Card, the Customer must notify Caltex immediately either through:
  - (a) StarCard Support; or
  - (b) StarCard Online. If the Customer uses StarCard Online, the Customer's notice or request may not be processed for up to 2 hours from the time the notice or request is made. The Customer will remain fully liable for any use of the Card, whether authorised or unauthorised, within this 2 hour period.

- 7.2 The Customer must NOT use fax or e-mail to give notices under clause 7.1.

- 7.3 The Customer is liable for any purchases, losses, costs, expenses or claims arising out of any use of a Card, whether authorised or unauthorised, until Caltex receives a notice from the Customer strictly in accordance with clause 7.1.

## 8 Odometer Readings and Registration

- 8.1 The Customer acknowledges that odometer readings are recorded purely for reporting purposes and Caltex takes no responsibility for their administration or accuracy.

- 8.2 If a Card is set up to require an odometer reading, the Cardholder is responsible for entering a correct odometer reading at the time of the Transaction.

- 8.3 If the Cardholder fails to enter an odometer reading or enters an incorrect odometer reading, the electronic Card processing system will still accept the Card and process the Transaction. Caltex is not liable for any loss, cost, expense or claim arising out of any failure of or error relating to odometer readings.

- 8.4 The Customer agrees that neither Caltex nor Merchants are able to verify the accuracy of odometer readings entered by the Cardholder.

- 8.5 The Customer agrees that neither Caltex nor Merchants are able to verify the accuracy of motor vehicle registration at the time of the Transaction. The Customer agrees that motor vehicle registration is not a form of verification for the Card or in relation to any Transaction. Caltex relies on the Customer for the provision of correct motor vehicle registration numbers in connection with any Card. Caltex does not verify the registration numbers' accuracy or correctness.

## 9 Reloading Cards

- 9.1 The Customer must pay Caltex the Initial Top-Up Amount. This amount will be the initial Pre-paid Balance.
- 9.2 Each Card will be automatically reloaded as necessary by drawing on the Pre-paid Balance.
- 9.3 When the Pre-paid Balance is approaching the Minimum Balance, Caltex will send the Customer a Top-Up Notification.
- 9.4 If, at any time, the Pre-paid Balance is less than or equal to the Minimum Balance, the Customer must pay the Top-Up Amount to Caltex. The Customer authorises Caltex to direct debit the Top-Up Amount from the Customer's nominated account in accordance with the Direct Debit Request and the Direct Debit Request Service Agreement.
- 9.5 The Customer must ensure that it has sufficient funds available for the direct debit of the Top-Up Amount in accordance with clause 8.4.
- 9.6 The Dishonour Fee will be payable if the direct debit is dishonoured (for example, because of insufficient funds in the Customer's nominated account).

## 10 Receipts and statements

- 10.1 Caltex will issue the Customer with a receipt at the time of the Transaction.
- 10.2 The Customer agrees that it is the Customer's /Cardholder's responsibility to ensure any sales voucher correctly records the type of the Product or Service, quantity, price and other details of the Transaction.
- 10.3 Caltex will upload monthly online statements on StarCard Online specifying Transactions in respect of the previous month's statement can be emailed at the request of the account holder.

## 11 Disputes

- 11.1 The Customer must notify Caltex of any disputed Transaction within 60 days from the date of the Transaction. Unless the Customer disputes the Transaction within 30 days of the relevant Transaction, the Transaction shall be taken to be accepted by the Customer.
- 11.2 To the extent permitted by law, all money received by Caltex from the Customer will be applied in the manner and order determined by Caltex.

## 12 Risk

- 12.1 Risk in the Products will pass to the Customer when the Products have passed into the Cardholder's vehicle, tank or other storage equipment or when the convenience store goods have been taken out of the store.

## 13 Suspension

- 13.1 Caltex may suspend the use of some or all Cards if:(a) there are not sufficient funds available for a Cardholder to purchase Products and Services and the Top-Up Amount is not automatically paid to Caltex by direct debit when the Pre-paid Balance is reduced to the same amount as the Minimum Balance; or  
(b) Caltex suspects fraudulent activity or a breach of law; or  
(c) the Customer breaches these terms and conditions; or  
(d) a Cardholder breaches the Pre-Paid StarCard Terms and Conditions.
- 13.2 Caltex will endeavour to notify the Customer prior to the suspension of the use of some or all of the Cards. However, Caltex reserves the right to suspend the Pre-Paid StarCard Facility and/or relevant Card(s) immediately and without prior notice if Caltex forms a view that its actions in that respect are justified in the circumstances.

## 14 Termination

- 14.1 Either party may terminate these Pre-Paid Standard Terms and Conditions immediately by notice in writing if:
  - (a) the other party commits a material breach of any obligation under these Pre-Paid Standard Terms and Conditions and fails to remedy the breach within 14 days after notice from the innocent party to remedy the breach;
  - (b) the other party breaches any obligation under these

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- breach cannot be remedied; or
- (c) the other party goes into liquidation, receivership, administration, bankruptcy, enters an arrangement or compromise with its creditors, has any form of insolvency administrator appointed to it or to any of its property or cannot pay its debts when they are due or where the Customer or any Cardholder becomes a bankrupt; or
- 14.2 Either party may terminate these Pre-Paid Standard Terms and Conditions at any time by giving the other party 30 days written notice.
- 15 Effects of Termination**
- 15.1 On termination of these Pre-Paid Standard Terms and Conditions:
- (a) all moneys owing to Caltex by the Customer immediately become due and payable without prejudice to any other right of Caltex;
- (b) any right accrued prior to the termination remains unaffected; and
- (c) subject to the terms of this clause 15, the Customer will be entitled to a refund of the remainder of the Pre-paid Balance.
- 16 Limitation of Liability**
- 16.1 Caltex will not, under any circumstances, be liable to the Customer, whether directly or indirectly for:
- (a) the act or omission of the Merchants, the provision of or the quality or standard of the Products or Services provided by any Merchant;
- (b) any fault with any automatic or electronic facility used in connection with or to process the Card or Pre-Paid StarCard Facility;
- (c) any fault with any Card (including PIN);
- (d) any third party claim arising out of supply of Products or Services or the performance or non-performance of any obligations under these Pre-Paid Standard Terms and Conditions.
- 16.2 All express or implied guarantees, warranties, representations, or other terms and conditions relating to these Standard Terms and Conditions not contained in these Standard Terms and Conditions are excluded to the maximum extent permitted by law.
- 16.3 Nothing in these Standard Terms and Conditions excludes, restricts or modifies any right or remedy or any guarantee, warranty or other term or condition implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- If any guarantee, warranty, term or condition is implied or imposed in relation to these Standard Terms and Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non Excludable Provision) and Caltex is able to limit the Customer's remedy for breach of the Non Excludable Provision, the liability of Caltex for breach of the Non-Excludable Provision is limited to one or more of the following at Caltex's option:
- (a) in the case of Products (at Caltex's option): (i) replacement of the defective Products or the supply of equivalent products, or (ii) payment of the cost of replacing the defective Products or of acquiring equivalent products; and
- (b) in the case of Services (at Caltex's option): (i) supply of the Services again; or (ii) the payment of the cost of supplying the Services again.
- 16.4 Subject to Caltex's obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, the maximum aggregate liability of Caltex for all claims under or relating to these Standard Terms and Conditions or supply of Products and/or Services whether in contract, tort (including without limitation negligence) in equity, under statute, or on any other basis, is limited to an amount equal to the annual Card Fee.
- 16.5 Subject to Caltex's obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, Caltex is not liable for and no measure of damages will, under any circumstances, include:
- (a) special, indirect, consequential, incidental or punitive damages, or
- (b) damages for loss of profits, revenue, goodwill, or anticipated savings whether in contract, tort (including negligence) in equity, under statute, or on any other basis, whether or not such loss or damage was foreseeable.
- 17 Indemnity**
- 17.1 The Customer shall indemnify and hold Caltex harmless against any claim, liability, cost or expense arising directly or indirectly out of:
- (a) a breach by the Customer of any provision of these Pre-Paid Standard Terms and Conditions;
- (b) any storage or handling of any Products by the Customer;
- (c) misuse, whether innocent or wilful, by the Customer of any Card or the Pre-Paid StarCard Facility.
- 18 GST**
- 18.1 Subject to the provisions set out in this agreement, if any supply made under or in connection with these Pre-Paid Standard Terms and Conditions by one party ('Supplier') to the other party ('Acquirer'), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
- 18.2 The Acquirer will not be obligated to make any payment for either the supply referred to in clause 17.1 or on account of the GST referred to in clause 17.1 until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.
- 18.3 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 payment shall be reduced by an amount for which that party is entitled to an input tax credit;
- 18.4 Words or expressions used, which are defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth), have the same meaning.
- 19 Privacy Agreement**
- 19.1 The Privacy Agreement set out in the Application is expressly incorporated into these Pre-Paid Standard Terms and Conditions.
- 20 Notices**
- 20.1 Except as specified in clauses 7.1 and 7.2, and except for the Top-Up Notifications, all notices must be in writing and must be delivered, mailed or sent by facsimile or e-mail:
- (a) to Caltex, using the Contact Details in clause 3; and
- (b) to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.
- 20.2 The notice will be deemed served when, if delivered, on delivery; if sent by mail, two business days after the date on which the notice was posted; and if sent by facsimile, on confirmation of the successful transmission of all pages and, if sent by e-mail, on the receipt of the e-mail by the recipient's computer network.
- 21 Force Majeure**
- 21.1 Caltex will not be responsible for failure or for any losses resulting out of the failure to supply or deliver any Products caused by force majeure, including:
- (a) partial or total interruption of transport, fires, strikes, differences with workmen, armed conflict, interference of civil or military authority;
- (b) curtailment, failure or cessation of supplies of crude oil or any of the products from Caltex's existing, future or contemplated sources of supply;
- (c) any breakdown of plant, machinery or equipment owned or operated by Caltex necessary for the production of Products or any planned or unplanned shutdown of any refinery owned or operated by Caltex;
- (d) Court orders, Government policy or orders including price controls, levies, premiums or surcharges, requirement, request or allocation program;
- (e) embargoes or other import or export restrictions or any other causes that in the opinion of Caltex are beyond its control; or
- (f) anything falling under the general meaning of force majeure or the matters specified in this clause, that would in the reasonable opinion of Caltex make the performance of this Agreement uneconomic to Caltex.
- If for any such cause Caltex is unable to supply any of the Product its obligations under these Pre-Paid Standard Terms and Conditions shall be deemed suspended for the period of inability. In the event of a shortage of such Products Caltex may, without being deemed to be in breach of these Pre-Paid Standard Terms and Conditions, ration or apportion its available supplies among such of its Customers as it may, in its absolute direction, deem desirable during the period or periods of shortage.
- 22 Miscellaneous**
- 22.1 The Customer must notify Caltex in writing of any change in the Customer's contact or bank details or other details within 2 business days of any such change.
- 22.2 Caltex may vary any provision of these Pre-Paid Standard Terms and Conditions at any time by giving the Cardholder not less than 60 days prior written notice.
- These Pre-Paid Standard Terms and Conditions will be governed by the laws of the State or Territory where Caltex has its registered office or such other State or Territory as Caltex in its sole discretion determines.
- 22.3 Caltex may assign and/or subcontract its rights and obligations under these Pre-Paid Standard Terms and Conditions without notice at any time.
- The Customer may not assign or otherwise dispose of its rights and obligations under these Pre-Paid Standard Terms and Conditions without prior written consent from Caltex.
- 22.4 Any waiver by Caltex of any rights under these Pre-Paid Standard Terms and Conditions will not constitute a
- general waiver of those or other rights.
- 23 DEFINITIONS**
- "Application" means an application completed by the Cardholder and approved by Caltex for the supply of Products and Services on a pre-paid basis;
- Australian Consumer Law means Schedule 2 (Australian Consumer Law) of the Competition and Consumer Act 2010 (Cth) and Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth);
- "Caltex" means Caltex Australia Petroleum Pty Ltd ABN 17 000 032 128, its subsidiaries, related or associated companies;
- "Caltex Roadside Assistance StarCard Customer Application" means the application for membership of the Caltex Roadside Assistance service and includes the terms and conditions contained in the booklet titled "Introducing Caltex Roadside Assistance";
- "Card" means a Pre-Paid StarCard issued to the Cardholder under the Pre-Paid StarCard Facility;
- "Card Fee" means a monthly fee (inclusive of GST) for each Card as notified by Caltex to the Customer, except where otherwise agreed between Caltex and the Customer;
- "Cardholder" means a person who uses a Card with the authority of the Customer;
- "Customer" means the "Applicant" in the Application;
- "Direct Debit Request" means the direct debit request the Customer gave Caltex at the time of the Application;
- "Direct Debit Service Agreement" means the agreement regarding the direct debit method of payment for the Initial Top-Up Amount and the Top-Up Amount;
- "Dishonour Fee" is a fee Caltex charges when the Customer's direct debit is dishonoured by the Customer's financial institution;
- "GST" means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999;
- "Initial Top-Up Amount" means the initial amount paid to Caltex by the Customer, as specified in the Application;
- "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 an authorised supplier of some or all of Products and Services and who may accept Cards;
- "Minimum Balance" means the threshold amount of the Pre-paid Balance which triggers automatic payment by the Customer to Caltex of the Top-Up Amount by direct debit, as specified in the Application;
- "Petroleum Products" means petrol, diesel, liquefied petroleum gas and any other products which may be used in propelling motor vehicles and which are manufactured or marketed (or both) by or on behalf of Caltex;
- "Pre-paid Balance" means the amount that the Customer has pre-paid to Caltex and which is available to reload Cards;
- "Pre-Paid StarCard Facility" means the pre-paid, non-cash facility used for the issuance of Pre-Paid StarCards to Cardholders nominated by the Customer;
- "Products" means Petroleum Products, Lubricants and convenience store goods;
- "Property" means all property of the Customer, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time;
- "Purchase Limit" means a daily and/or monthly dollar, volume or transaction type limit specified in the Application by the Customer;
- "Roadside Assistance Services" means the roadside assistance services provided to members of the Caltex Roadside Assistance service and includes emergency roadside assistance, locksmith services, battery replacement, and towing services;
- "Services" means (i) services which may be provided by the Merchant; and (ii) other services nominated by the Customer in the Application;
- "StarCard Online" - [www.caltex.com.au/starcardonline](http://www.caltex.com.au/starcardonline);
- "StarCard Support" means telephone 1300 365 096;
- "Top-Up Amount" means the amount specified in the Application to be paid to Caltex automatically by direct debit when the Pre-paid Balance is less than or equal to the Minimum Balance;
- "Top-Up Notification" means a notice sent by email or SMS (as nominated by the Customer in the Application) warning the Customer that the amount of the Pre-Paid Balance is nearing the Minimum Balance;
- "Transaction" means a purchase transaction for which a Card is used by a Cardholder to purchase Products and/or Services.
- 24 INTERPRETATION**
- Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to "person" includes a natural person, company, body corporate or other form of legal entity, and reference to "including" and "includes" is to read as if followed by "without limitation".