

TERMS & CONDITIONS

UNITED CARD TERMS AND CONDITIONS

You (not being an Additional Cardholder) agree to enter into a Fuel Card Contract with us upon your first use of a United's Card or by signing the Application Form, whichever occurs first.

1. DEFINITIONS

In these Terms and Conditions (unless the context otherwise requires):

"Account" means your United Card account with us;

"Additional Cardholder" means a person to whom we issue a United Card at your request or any person authorised by you to use a "vehicle specific" United Card;

"Agreed Products and Services" means those products and services available from us or a Dealer, nominated by you on a United Card order form and agreed to be supplied by us or the Dealer;

"Application Form" means the application form (if any) attached to these Terms and Conditions;

"Credit Limit" means the maximum amount of credit which United assigns to each specific card;

"Customer" means the person who has applied for (by returning a completed Commercial Credit Application to us), and is granted an Account subject to these Terms and Conditions;

"Dealer" means a supplier of fuel, lubricant products and associated goods and services who is authorised by United to accept United Cards;

"Fuel" means petrol, liquefied petroleum gas or diesel or fuel delivered into the fuel running tank of vehicles and/or equipment;

"Fuel Card Contract" means the contract between you and us for transactions on your Account made up of these Terms and Conditions, the Application Form and the other particulars of your Account that we give you;

"Lubes" or "Lubricants" means oils for vehicle use;

"Monthly Fee" means the fee charged each calendar month for each United Card;

"Pin" means your Personal Identification Number, which you select for use with your card at electronic equipment;

"Pump Price" means the standard price available at the pump;

"United" or **"we"** or **"us"** means United Card Services Pty Ltd (ABN 14 120 422 442) trading as United and its successors and assigns;

"United Card" means an account card issued by United to you (or any replacement card issued from time to time);

How to protect your card and PIN

10.1 You must ensure that:

- (a) cards are signed immediately upon receipt;
- (b) cards are kept secure and carried by you whenever possible; and
- (c) you regularly check that your card is still in your possession.

10.2 PINs

You must ensure that you:

- (a) do not keep your card and PIN together;
- (b) do not tell anyone your PIN or let anyone find out your PIN;
- (c) are ready to make the transaction when you approach the electronic equipment;
- (d) do not let anyone watch you enter your PIN. Check the location of mirrors, security cameras or any other means of observing your PIN and then shield it from anyone; and
- (e) do not leave anything (such as a card, transaction record or cash) behind when the transaction is completed.

10.3 We are not liable to reimburse you if an unauthorised transaction occurs on your account and you or any other user have not made a reasonable attempt to disguise the PIN or to prevent unauthorised access to the PIN record.

11. Lost or Stolen United Cards and/or PINs

11.1 If any United Card is lost, stolen, damaged or you suspect that your PIN has become known to someone else or if you become aware of the possibility of any unauthorised use of a United Card issued to you or your Additional Cardholder, you must immediately notify us by telephone during business hours and then immediately confirm the details in writing either by fax or by hand delivery to the address below.

11.2 Until we receive initial written notice, you will be liable for any unauthorised use of a United Card issued to you or your Additional Cardholder.

11.3 If the card is lost or stolen or you wish to tell us about a revealed PIN or password after hours, please ring United on the number listed below to report the loss or theft and then contact us in writing to arrange the issue of a new card and/or PIN.

Email: credit@unitedcard.com.au

United Card Services Pty Ltd

PO Box 1028

Collingwood Vic 3066

1300 383 587

Fax: 03 9413 1467

“United Card Criteria” means the criteria as determined by United in its absolute discretion which you must meet before an Account will be made available to you;

“United Card Services Pty Ltd” Any reference in this Credit Application to United Card Services Pty Ltd (A.C.N. 120 422 442), (“UNITED”) includes United Petroleum Pty Ltd (A.C.N. 085 779 255) and Independent Fuels Australia Pty Ltd (A.C.N. 076 438 901) of 200 Hoodle Street, Abbotsford Vic 3067 and all related entities and associated entities within the meaning of the Corporations Act.

“You” or “Your” means the Applicant and, where the context allows, includes the Additional Cardholder.

2. Interpretation

- 2.1 If we use an example to show the meaning of a word, the meaning of the word is not limited to that one example or examples of a similar kind.
- 2.2 A reference in this document to the singular includes the plural and vice versa.
- 2.3 A reference to a document in these Terms and Conditions includes a reference to the document as amended from time to time;
- 2.4 A reference to a specific document is to that document as amended, novated, supplemented, varied or replaced.

3. Terms and Conditions

- 3.1 You agree that you will use your United Card only in accordance with these Terms and Conditions, and that you will guarantee the observance of these Terms and Conditions by your Additional Cardholders.
- 3.2 An Additional Cardholder's use of a card is subject to these Terms and Conditions and we suggest that you give the Additional Cardholder a copy of them. You agree and authorise us to provide the Additional Cardholder with access to information about your Account including Account balances and statement details and will permit the Additional Cardholder to transact on your Account.
- 3.3 You acknowledge that transactions made through the use of your United Card are also governed by the terms and conditions of the products and services being purchased.
- ## 4. Issue of Cards
- 4.1 Subject to you meeting the United Card Criteria, we may, but are not obliged to do so, issue a United Card to you or, at your request, to another person. This card will be either “vehicle specific” or “person specific”, as nominated by you from time to time.
- 4.2 Each “vehicle specific” United Card will be embossed with the Cardholder’s vehicle registration and other identification for the nominated vehicle as requested by you.
- 4.3 Each “person specific” United Card will be embossed with your name and will have your usual signature on the signature panel on the reverse side of the United Card. This card will only be valid for use by the person whose signature appears on the card.
- 4.4 Unless we agree otherwise, every United Card issued to

12. Account enquiries

All United Card queries relating to individual purchases, replacement United Cards or PINs or requests for new United Cards should be directed to us at the address list in point 11.3.

13. Statement and payment of account

- 13.1 We will make available a monthly statement via our website to you showing amounts charged and credited to your Account for each United Card invoice. This statement by default will be available from the United Web Site (www.unitedpetroleum.com.au, follow the links to “United Card”). If a printed and posted statement is required, United reserve the right to charge a statement fee of \$3 (exclusive of GST) per month.
- 13.2 You must pay to us each amount entered in a statement of account by no later than the 7th of each month following the month of purchase. Or, as negotiated.
- 13.3 It is your responsibility to check that the details on your United Card receipt are correct and to retain the receipt for the purposes of your own record and reconciliation requirements.
- 13.4 We reserve the right to recover all amounts for purchases on your United Card which appear on your monthly statement.
- 13.5 Unless you query a statement in writing within 30 days of receipt of the statement, you agree that for the purpose of any dispute or court proceedings, the statement we have issued to you is conclusive evidence of the facts contained in it.

14. Disputes

- 14.1 You should tell us promptly if you think your statement has a mistake in it or records a transaction which is possibly unauthorised or an error has occurred with electronic equipment. We will not be required to consider any question or dispute on your Account notified more than 30 days after your receipt of the relevant statement or invoice.
- 14.2 Subject to clause 11, we will not be responsible (and we accept no liability) for any unauthorised use of a United Card issued to you or your Additional Cardholder and/or PIN.
- 14.3 We are not liable if you have been unable to complete a transaction for whatever reason or if a Dealer refuses to accept or honour a card. We are not responsible for the goods and services supplied to you by a Dealer unless required by law. You must, if we say so, take up any complaints direct with the Dealer.
- 14.4 You agree to pay all amounts due on your Account on their due date without deduction despite any dispute or query regarding the relevant statement or invoice. A deduction will only be allowed if we agree to do so in writing.
- 14.5 Price disputes relating to Fuel, Lubricants of other Agreed Products and Services purchased via a United Card

a Customer will be embossed with the Customer's name and a unique number identifying the Customer to us, as well as any additional information as determined by us.

4.5 Each United Card issued to you is personal to you and may not be transferred without our consent.

4.6 Each United Card issued to you or an Additional Cardholder remains the property of United.

4.7 Replacement Cards - request for replacement of a United Card must be made in writing to United.

4.8 It is your responsibility to notify United to cancel your United Card once the replacement card has been received.

4.9 Card fees will be payable until request for cancellation of a replacement card received in writing by United.

5. Your Account

We set up a separate card account for you for each type of card we issue to you. We debit your card account with:

- any purchases you make using your card by an electronic transmission or manual signature;
- any default interest charges;
- government charges;
- credit fees and charges; and
- our expenses of enforcing these Terms and Conditions; which you must pay under these Terms and Conditions.

6. Purchase Controls

6.1 No purchases may be made using a United Card after its cancellation or termination.

6.2 A United Card that has been requested with product restrictions may only be used for the purchases of the nominated products from us or a Dealer. You must use another means of payment for purchase of additional items.

6.3 It is your responsibility to inform your Additional Cardholders of the types of products and services which may be purchased on the relevant United Card.

7. Credit limit

The amount outstanding on your Account including current month purchases must not exceed the Credit Limit. If you fail to comply with this condition, then any amount charged to your Account that is in excess of the Credit Limit will be immediately payable by you to us

on demand. We may at our discretion withdraw credit or refuse to supply a product or service to you if you exceed your Credit Limit.

8. Customer liability to United

You are responsible to us for credit extended by us on your Account including the transactions an Additional Cardholder makes using the additional card as if you had used your card to make the transactions. You must pay us:

(a) all amounts charged by either you or an Additional Cardholder to your Account for transactions recorded on sales vouchers

or arising as a result of the use of electronic equipment by use of a card or a PIN; and

(b) all other fees, costs and expenses debited to your Account by us under these Terms and Conditions.

will be treated as follows:

(a) where the purchase has been effected by an electronic transaction, the dispute will be resolved by reference to the receipt unless otherwise agreed by us; or

(b) where the purchase has been effected by manual transaction, the dispute will be resolved by reference to the voucher copy and the details on it.

15. Price of Fuel Products

Unless we notify you otherwise in writing, we will debit your Account for Fuel products at:

(a) the Pump Price applicable on the date and time of purchase; and

(b) as detailed in your United Petroleum supply agreement

16. Fees

16.1 Card Fee

You must pay the Monthly Fee for each United Card issued to you as specified by us.

16.2 Tax and Duties

We reserve the right to charge you for any government taxes or charges that are or may be imposed or charged in respect of your Account including all stamp duties, transaction duties and any other similar charges or duties.

16.3 Other Fees

(a) We will charge you a fee for a fuel management report which amount will depend upon the type of media provided.

(b) You also agree to pay us any increases in the fees and charges described in these Terms and Conditions as well as any new fees notified by us to you from time to time.

(c) For approved customers the following fees will be charged for payment by credit card:

i) Visa / Master Card - 1.2%

ii) Amex - 2.4%

iii) Diners - 2.4%

17. Changing these Terms and Conditions

17.1 We may vary these Terms and Conditions subject to clause 17.2, by written notice to you.

17.2 We will give you at least 7 days' written notice of any variation, before the change takes effect, if any variation or modification would:

(a) impose or increase charges relating solely to the operation of your Account or your United Card, or the issue of an additional or replacement United Card to you;

(b) increase your liability for losses relating to the Electronic Funds Transfer System; or

(c) adjust the card fees applying to the use of your United Card, except if such change relates to charges imposed by Federal or State Governments.

18. Notice and change of details

18.1 Where we are required to give written notice to you the notice will be duly serviced:

(a) by sending such notice by post to your last known address, in which case the notice will be taken to have been served 7 days after it is sent by post to you; or

(b) by fax, in which case it will be taken to have been

(c) request and authorize United (User ID325324) to arrange for any amount owing by you and as set out in your statement of account 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 Service Agreement. **9.**

Suspension or closure of Account

9.1 We may in our absolute discretion suspend or close your Account or suspend or cancel any United Card issued to you or an Additional Cardholder at any time with or without notice and with or without providing a reason for the suspension, cancellation or the closure.

9.2 You may close your Account or suspend or cancel a United Card issued to you or an Additional Cardholder at any time by giving written notice to us. The closure, suspension or cancellation will not take effect until written notice of it is received by us.

9.3 Upon the cancellation or closure of your Account or your United Card by either you or us, you must immediately return all United Cards which have been issued to you or your Additional Cardholders in respect of the Account or, in respect of a cancelled card, the relevant United Card which has been cancelled.

9.4 All amounts outstanding and owing to us by you in respect of your closed Account will become due and payable to us on demand

served upon receipt by us of an acknowledgement or transmission report generated by the machine from which the fax was sent.

18.2 You must notify us of any change in your name, registered office or address immediately upon a change being effected.

19. Default interest

You must pay a default interest fee of 1.5% per month on the overdue portion of your Account calculated on a daily basis from the date the money becomes due and payable to the date of payment of the money by you.

20. Enforcement expenses

You must pay us on demand for all costs and expenses including all legal costs (on a solicitor and client basis) incurred in the enforcement of any of our rights including the recovery of all sums and damages in connection with your Fuel Card Contract.

21. Assignment

We may assign or otherwise deal with all rights under your Fuel Card Contract in any way we consider appropriate. You may not assign your rights under your Fuel Card Contract without our consent.

22. Governing law and jurisdiction

Your Fuel Card Contract will be governed by and construed in accordance with the laws of the State of Victoria and you and we agree to submit to the non-exclusive jurisdiction of the Courts of the State Victoria and the Commonwealth of Australia.

DIRECT DEBIT ARRANGEMENTS

(Direct Debit Terms & Conditions)

1. 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 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 United 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.

2. Debiting Your Account

2.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account.

2.2 We will arrange for funds to be debited from your

5 Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly 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 arrange for your financial institution to adjust your account 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

account on the nominated date, after the provision of an electronic statement which specifies the amount payable by you to us and when it is due. (Unless you are an approved customer and United approves for a billing advice to be sent to the address nominated by you.)

2.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.

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 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.

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 direct debit.

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.

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

available on all accounts.

(b) 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, copy 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:

Email: credit@unitedcard.com.au

United Card Services Pty Ltd

PO Box 1028

Collingwood Vic 3066

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 or as you otherwise direct.

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