



Merchant Agreement

Merchant Information (Please use block letters)

| | |
|-------------------|---|
| Company Name: | |
| Trading Name: | |
| Physical Address: | Postal Address: |
| Suburb: | Suburb: |
| State: | State: |
| Postcode: | Postcode: |
| Telephone: | Email: |
| Fax: | <input type="checkbox"/> I wish to receive my merchant payment advice by email <input type="checkbox"/> I wish to have access to Fleet Card Online (FCO) |
| Contact Name/s: | ABN: |

Are you purchasing this site from someone else? Yes ☐ No ☐ (Skip to Merchant Services)

| |
|---------------------------------------|
| Previous owners Merchant Name/Number: |
| Change of Ownership date: |

Merchant Services (excl. fuel) (You must be appropriately qualified and licensed to provide the Services)

| | | | |
|--|---|--|--|
| <input type="checkbox"/> Alarm, Radio, A/C | <input type="checkbox"/> Auto care | <input type="checkbox"/> Auto Electrical | <input type="checkbox"/> Auto Transmission |
| <input type="checkbox"/> Batteries | <input type="checkbox"/> Brake & Clutch | <input type="checkbox"/> Car Wash | <input type="checkbox"/> Detailing |
| <input type="checkbox"/> Exhaust | <input type="checkbox"/> LPG fit and repair | <input type="checkbox"/> Mobile service | <input type="checkbox"/> Radiator Repairs |
| <input type="checkbox"/> Repairs/log service | <input type="checkbox"/> Parking station | <input type="checkbox"/> Smash repairs | <input type="checkbox"/> Towing |
| <input type="checkbox"/> Tyres | <input type="checkbox"/> Window Tinting | <input type="checkbox"/> Windscreen | |
| <input type="checkbox"/> Other (specify) _____ | | | |

☐ 1link Merchant, please provide 1link site ID# 10 _ _ _ _ _

Fuel Supplier Services

| | | | |
|-------------------------------------|---------------------------------|--------------------------------------|------------------------------|
| <input type="checkbox"/> BIO Diesel | <input type="checkbox"/> Diesel | <input type="checkbox"/> E10 | <input type="checkbox"/> LPG |
| <input type="checkbox"/> Pulp | <input type="checkbox"/> ULP | <input type="checkbox"/> Other _____ | |
| Electronic Site ID: _____ | | Oil Company: _____ | |

Merchant Payment Details

Please provide a bank deposit slip

| |
|-------------------------|
| Account Name: |
| BSB and Account number: |

I on behalf of acknowledge
I have read, agree and accept the terms and conditions (located on page 2)

Signed (Authorised Signature and Office): Date:

➤ A Merchant Set Up Fee of \$100 applies. This will be debited from your account.

Disclaimer: Your application will be processed within 48 hours of receipt. Failure to complete this form may result in delays

Merchant Agreement

Business Fuel Cards Pty Ltd, GPO Box 3852, Sydney NSW 2001
P 1300 881 546 E merchant@fleetcard.com.au W fleetcard.com.au/merchants



This Merchant Agreement made this date of

Between Business Fuel Cards Pty Ltd and

("MERCHANT")

There is set out below the agreement between the Merchant named on the re verse and Business Fuel Cards Pty Ltd ("Business Fuel Cards").

DEFINITIONS

In this agreement:

"**Authorised Supplies**" means goods or services of any nature, except for goods and services specified by Business Fuel Cards to the Supplier from time to time.

"**Business Day**" means a day other than a Saturday or Sunday on which trading banks are open for normal business in Victoria.

"**Card**" means any charge/credit card issued by Business Fuel Cards from time to time.

"**Card User**" means a person who is authorised by Business Fuel Cards to hold and use a card.

"**Claim**" means a demand, action or proceeding of any nature whether actual or threatened.

"**Electronic System**" means any system for the electronic transfer of funds, or for the electronic recording of debits to the accounts of Card Users at the point of sale, including the system known as Fleet Card Pay, which Business Fuel Cards has approved for use in conjunction with Cards, so long as that approval has not been withdrawn by Business Fuel Cards.

"**Electronic System Voucher**" means any record of use of a card produced by an Electronic System at the Merchant's outlet.

"**Loss**" means any liability, cost, expense, loss or damage. In relation to a Claim, Loss includes amounts payable on the Claim and (whether or not the Claim is successful) legal and other professional costs and disbursements on a full indemnity basis.

"**Merchant Service Fee**" means the fee calculated in accordance with clause 11 using the rates notified by Business Fuel Cards to the Merchant at or about the date of this agreement and as varied in accordance with clause 8.

"**Personal Information**" means personal information within the meaning of the Privacy Act 1988 (Cth), where collected, generated or held by or on behalf of the Merchant in connection with this agreement.

"**Privacy Requirements**" means the Privacy Act 1988 (Cth), the National Privacy Principles or the Australian Privacy Principles (as current) in the Privacy Act and any other requirement (to the extent applicable to either party) under law or industry code relating to privacy, data protection, surveillance, security, direct marketing or the handling of Personal Information, and any reasonable direction from Business Fuel Cards in relation to those matters.

"**Processing Date**" means each Tuesday during the term of this agreement (provided that day is a Business Day) or such other day or days of the week as Business Fuel Cards may from time to time specify by notice in writing to the Merchant.

"**Processing Period**" means the period commencing at 9.00am on any Processing Date and expiring at 9.00am on the next Processing Date.

"**Selected Payment Date**" means the payment frequency as advised to you once your application has been accepted.

"**Supplies**" means goods or services sold or provided by the Merchant.

"**Valid Card**" means a Card, which, on the date Supplies are provided to the Card User has not expired, and either:

(a) has been verified by the Merchant at the point of sale by means of the Electronic System installed at the Merchant's business premises, and operated by the Merchant with instruction given by Business Fuel Cards to the Merchant from time to time; or

(b) if the Merchant for any reason does not use an Electronic System, has been verified by the Merchant at the point of sale with Business Fuel Cards by telephone.

"**Valid Charge**" has the meaning given to it under clause 2.

2. VALID CHARGES

A charge is a Valid Charge, in respect of which Business Fuel Cards will make payment to a Merchant, only if:

(a) It is made by use of a Valid Card; and

(b) It relates to Authorised Supplies in respect of the Card used, and either:

(1) a Valid Card has been used in an Electronic System to effect a purchase of Authorised Supplies, and that Electronic System has indicated to the Merchant at the point of sale (in such manner as may be specified by Business Fuel Cards from time to time) that Business Fuel Cards has accepted responsibility for payment for those Authorised Supplies; or

(2) if the Merchant for any reason does not use an Electronic System to process a Valid Card, the Merchant has obtained the prior authority of Business Fuel Cards to the use of the Valid Card to effect a purchase of Authorised Supplies by telephone, and Business Fuel Cards has provided a receipt to the Merchant in respect of such authorisation, and

(d) where a Valid Card is embossed with details of a vehicle, the Authorised Supplies are provided only in respect of that vehicle.

3. OBLIGATIONS OF THE MERCHANT

3.1 The Merchant shall:

(a) Subject to clauses 2 and 5, honour all Valid Cards presented by Card Users and permit a Card User holding a Valid Card to purchase Authorised Supplies using the Valid Card.

(b) Establish and operate a fair policy for the exchange or return of goods.

(c) Not demand payment from a Card User in respect of purchases charged to a Valid Card.

(d) Not charge for Supplies sold by use of a Card at a greater price than that charged by the Merchant to the general public.

(e) Accept payment by Business Fuel Cards in accordance with this agreement in full satisfaction of the amount payable in respect of Supplies purchased by Card Users using a Valid Card.

(f) Offer to the Card User a transaction record being an Electronic System Voucher or, if the Merchant for any reason does not use an Electronic System to process a card, another form of transaction record authorised by Business Fuel Cards.

(g) Obtain authorisations in accordance with clause 5, and not reveal to Card Users any requirement for authorisation.

(h) Accept full responsibility for, and settle directly with the Card User involved, all complaints, actions or demands of any nature relating to Supplies provided by the Merchant, and the Merchant must indemnify Business Fuel Cards against any Loss suffered or incurred in connection with any Claim against Business Fuel Cards arising in connection with all such complaints, actions or demands.

(i) Display insignia and maintain material relating to the Card for use by customers of the Merchant, and include in any advertising relating to the Merchants business reference to the Card with a frequency and of a size and prominence at least equal to the reference in that advertising to the Merchant's acceptance of any other charge or credit card.

(j) Use reasonable care to detect fraudulent use of Cards.

(k) Not issue a tax invoice to a Card User in respect of any Supplies charged to a Valid Card.

4. PAYMENT TO MERCHANTS

4.1 The Merchant must pay Business Fuel Cards the Merchant Service Fee in respect of each Valid Charge.

Subject to the terms of this agreement, Business Fuel Cards shall, on receipt of any request for reimbursement of a Valid Charge, pay the Merchant the full amount of that Valid Charge less the Merchant Service Fee on such charge at a rate determined in accordance with clause 11. Any payment made by Business Fuel Cards in accordance with clause 11 shall be made by Business Fuel Cards and accepted by the Merchant in full satisfaction of all liability (if any) of Business Fuel Cards for payment of the amount charged.

4.2 If any date for payment to the Merchant is not a Business Day, payment shall be made on the next Business Day.

4.3 Business Fuel Cards may make payment without notice to the Merchant by direct credit to the bank account specified by the Merchant.

5. AUTHORISATION PROCEDURES

5.1 Business Fuel Cards may notify the Merchant of charge limits. Charge limits may be specified by the identity of a Card User, or a type of Supplies, or otherwise.

5.2 If the amount charged in any 24 hour period exceeds a charge limit specified by Business Fuel Cards, or if the Merchant for any reason does not use an Electronic System to process a Valid Card, the Merchant must obtain prior authorisation from Business Fuel Cards. The Merchant may do so by telephoning Business Fuel Cards. If authorisation is granted, a receipt will be given by Business Fuel Cards to the Merchant.

6. CARD NOT PRESENT TRANSACTIONS

6.1 Where a Card User buying Supplies is not present (e.g. telephone, internet or mail order transactions) or where the Merchant elects to manually key transactions, Business Fuel Cards shall require the Merchant to indemnify Business Fuel Cards for the face value of the charge in accordance with Clause 7 if the charge is disputed by the Card User, or otherwise deemed not to be a Valid Charge.

7. BUSINESS FUEL CARDS MAY DECLINE PAYMENT

7.1 Business Fuel Cards may decline to make payment in respect of any charge, which is not a Valid Charge, and in respect of any Valid Charge in respect of which the Merchant has not complied strictly with the terms of this agreement.

JKS-376216-15-7-V3:tw

7.2 If Business Fuel Cards notifies the Merchant that any charge falls within clause 7.1 after Business Fuel Cards has made payment to the Merchant in respect of that charge, Business Fuel Cards may require the Merchant to reimburse to Business Fuel Cards the amount paid, or may deduct that payment from further payments to be made to the Merchant.

8. PRIVACY

8.1 The Merchant must, in respect of Personal Information:

(a) comply with the Privacy Requirements, including in relation to data security and data quality;

(b) only use and disclose Personal Information to the extent necessary for the purposes of this agreement;

(c) promptly notify Business Fuel Cards of any actual, apparent or anticipated breach or inability to comply with this clause 8, or misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information;

(d) give Business Fuel Cards or its nominee or relevant regulatory authority access to all premises, personnel and materials of the Merchant to assess the Merchant's compliance with all or any part of this clause 8; and

(e) ensure that any person who is authorised by the Merchant to have access to any Personal Information complies and agrees to comply with equivalent obligations to the Merchant's obligations in this clause 8.

8.2 The Merchant must protect the confidentiality and security of Electronic System Vouchers and Card details in accordance with the Privacy Requirements, even where those are not Personal Information.

8.3 This clause 8 survives termination or expiry of this agreement.

9. TERMS AND VARIATIONS

9.1 This agreement shall terminate upon the expiration of 30 days' notice of termination given by either party to the other.

9.2 If this agreement is terminated, both parties shall remain liable for obligations arising up to the date of termination.

9.3 Business Fuel Cards may vary the terms of this agreement at any time by notice to the Merchant. The Merchant shall be bound by that variation unless the Merchant gives notice terminating this agreement under clause 9.1 within 10 days after receipt by the Merchant of the notice of variation. If the Merchant gives notice within that period terminating this agreement, the Merchant shall not be bound by the notice of variation for the remaining term of this agreement.

10. ASSIGNMENT

10.1 Business Fuel Cards may without the consent of the Merchant by notice to the Merchant assign or transfer all or any part of its rights or obligations under this agreement to any person.

10.2 The Merchant may not assign or transfer any of its rights or obligations under this agreement without the consent in writing of Business Fuel Cards. Any change in the effective management or control of the Merchant shall be deemed to be an assignment for the purposes of this clause 10.2.

10.3 If the Merchant assigns its rights under this agreement, and Business Fuel Cards either inadvertently or otherwise makes a payment in respect of any charges to the assignor instead of the assignee or vice versa, any dispute concerning entitlement to the receipt of such payment shall be settled directly between the assignor and the assignee without recourse to Business Fuel Cards.

11. PROCESSING

11.1 On each Processing Date, Business Fuel Cards will process requests for reimbursement of Valid Charges which have been received by it in the Processing Period expiring at 9.00am on that Processing Date. Business Fuel Cards' determination as to when such requests are received (and whether they are received prior to 9.00am on the relevant processing Date) shall be final and binding on the Merchant.

11.2 Each Valid Charge processed on a Processing Date shall, subject to the other terms of this agreement be reimbursed by Business Fuel Cards on the Selected Payment Date. In reimbursing any such charge, Business Fuel Cards shall be entitled to deduct the Merchant Service Fee calculated on the amount of the charge at the rate (or rates if different rates are selected in respect of petrol and diesel and non-fuel products) corresponding to the Merchant Service Fee and payment frequency advised to the Merchant by Business Fuel Cards

11.3 From time to time by notice the Merchant in the manner specified in clause 9.3 the rates of the Merchant Service Fee advised to the Merchant may be altered.

12. GENERAL

12.1 This agreement forms the entire agreement between the Merchant and Business Fuel Cards and supersedes all previous agreements.

12.2 Business Fuel Cards shall be under no liability to the Merchant for any default or failure to perform its obligations under this agreement if such default or failure is due to circumstances of any nature beyond the reasonable control of Business Fuel Cards.

12.3 All notices or communications to the Merchant may be given by email or post, to the email address and postal address specified by the Merchant, and notice of variations to the terms of this agreement may also be given by publishing the amended terms on the website of Business Fuel Cards www.fleetcard.com.au, and will be deemed to be received:

(a) in the case of email, at the time of sending provided the sender does not receive notification of any transmission error;

(b) where sent my post, two days after posting;

(c) where published on the website, five days after publication, provided that any notice received after 5pm on a Business Day or on a day that is not a Business Day will be deemed to have been received on the next Business Day.

12.4 All stationery imprints or other equipment supplied by Business Fuel Cards to the Merchant shall remain the property of Business Fuel Cards and shall be returned upon termination of this agreement.

13. GST

13.1 Any reference in this clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

13.2 Unless expressly included, the consideration for any supply made under or in connection with this agreement does not include an amount on account of GST payable or notional payable in respect of the supply (GST Exclusive Consideration) except as provided under this clause.

13.3 Any amount referred to in this agreement (other than an amount referred to in clause 13.8) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.

13.4 To the extent that GST is payable in respect of any supply made by a party (Supplier) under or in connection with this agreement, the consideration to be provided under this agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.

13.5 The recipient must pay the additional amount payable under clause 13.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

13.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 13.4 or at such other time as the parties agree.

13.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this agreement the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 13.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

13.8 If one of the parties to this agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 13.4.

14. GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of Victoria. Each party irrevocably submits to the non exclusive jurisdiction of the courts of Victoria.

ACCEPTED AND AGREED TO FOR AND ON BEHALF OF:

(Company or Business Name):

by (Authorised Signature and Office):

Date:

For and on behalf of BUSINESS FUEL CARDS:

Date: