



Merchant Agreement

Merchant Information (Please use block letters)

Company Name:	
Trading Name:	
Physical Address	Postal Address
Suburb:	Suburb:
State:	State:
Postcode:	Postcode:
Telephone:	Email Address:
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 Number:

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 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# _____

Merchant Agreement applies to multiple Sites. No Yes (attach schedule including outlet/owner name, contact name and location for each)

Fuel Supplier Service

<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: _____ <input type="checkbox"/> Electronic Site ID: _____ <input type="checkbox"/> Oil Company: _____

Terminal Hire Yes No

Details of terminal hire: <input checked="" type="checkbox"/> Windcave Move/5000
Terminal Rental Term _____ months Terminal Rental Fee \$ _____ per month Terminal Establishment Fee \$ _____ Terminal Fee - Other \$ _____

Payments

<input checked="" type="checkbox"/> All Terminal Fees and other charges will be deducted from payment due to Merchant for the relevant month.

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 (attached)

Signed (Authorised Signature and Office): Date:

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



P: 1300 881 546
F: 1300 881 347



A: GPO Box 3852,
Sydney, NSW



E: merchant@fleetcard.com.au
W: bfcards.com/merchant

Merchant Terms and Conditions



1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement:

"agreement" or **"Merchant Agreement"** means this merchant agreement incorporating the Merchant Information, these Merchant Terms and Conditions and the Special Conditions.

"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 Site.

"EULA" has the meaning given to that term in clause 8.3.

"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 Information" means the merchant information and agreement details specified in pages 1 and 2 of this agreement.

"Merchant Service Fee" means the fee payable to Business Fuel Cards for arranging the transfer of funds into the Merchant's account calculated in accordance with clause 13 using the rates described in the Merchant Information, in the Special Conditions (if any), or otherwise as notified by Business Fuel Cards to the Merchant at or about the date of this agreement and as varied in accordance with clause 11.

"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.

"PPSA" has the meaning given to that term in clause 9.1.

"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.

"Rebate" means any reduction in the amount required to be paid by Business Fuel Cards to the Merchant in relation to Valid Charges for Authorised Supplies, described in the Merchant Information, in the Special Conditions (if any) or otherwise as agreed in writing between the Merchant and Business Fuel Cards from time to time.

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

"Site" means the Merchant's physical address described in the Merchant Information or in the Special Conditions (if any) of, this agreement and /or any other site where the Merchant has been approved by Business Fuel Cards to install Terminals and/or operate the Electronic System.

"Special Conditions" means terms and conditions of this agreement, other than those specified in the Merchant Information Sheet and these Merchant Terms and Conditions, which Business Fuel Cards and the Merchant have agreed to in writing form part of this agreement.

"Terminal" means the terminal or terminals described in the Merchant Information or in the Special Conditions (if any), of this Agreement and any other terminal hardware, together with any preinstalled software and any cables and other telecommunications equipment supplied for use with the terminal hardware, supplied by Business Fuel Cards to the Merchant for use with the Electronic System.

"Terminal Supplier Services" has the meaning given to that term in clause 8.3.

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

- the card serial number of which does not appear on a list of Cards which Business Fuel Cards has determined to be invalid, as provided by Business Fuel Cards from time to time; or
- which has been verified by the Merchant at the point of sale by means of the Electronic System installed at the Merchant's Site(s), and operated by the Merchant in accordance with instruction given by Business Fuel Cards to the Merchant from time to time; or
- 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.

1.2 In the event of any inconsistency between any Special Conditions and the other terms of this agreement, the Special Conditions will prevail to the extent of any inconsistency.

2. VALID CHARGES

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

- It is made by use of a Valid Card; and
- It relates to Authorised Supplies in respect of the Card used, and either:
 - 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
 - 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
 - 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:

- 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.
- Establish and operate a fair policy for the exchange or return of goods.
- Not demand payment from a Card User in respect of purchases charged to a Valid Card.

(d) Not charge for Authorised 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 Authorised 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) Pay the installation, rental and other charges payable for any Terminal supplied to the Merchant by Business Fuel Cards in accordance with clause 8.

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

(i) Accept full responsibility for, and settle directly with the Card User involved, all complaints, actions or demands of any nature relating to Authorised 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.

(j) 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.

(k) Use reasonable care to detect fraudulent use of Cards and Terminals, and immediately notify Business Fuel Cards of any actual or suspected fraudulent use of Cards or Terminals.

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

(m) Process any refunds for the return of Supplies purchased using a Card to that Card and not provide cash refunds for any Supplies purchased using a Card.

4. MERCHANT SERVICE FEE, REBATES AND PAYMENT TO MERCHANTS

4.1 In addition to the Merchant set up fee and any change of ownership fee described in the Merchant Information, 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 any Rebate, less the Merchant Service Fee on such charge at a rate determined in accordance with clause 13. Any payment made by Business Fuel Cards in accordance with clause 13 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 Authorised 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 Authorised Supplies is not present (e.g. telephone, internet or mail order transactions) or where the Merchant elects to manually key transactions, or provides any refund in cash for any Supplies purchased using a Card, the Merchant shall indemnify Business Fuel Cards for the face value of the charge 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 (including, without limitation, the obligation in clause 3.1(m) not to provide cash refunds).

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. TERMINAL RENTAL

8.1 The provisions of this clause 8 shall apply to the rental of any Terminals by the Merchant from Business Fuel Cards.

8.2 The Merchant agrees to rent the Terminal from Business Fuel Cards, subject to clause 11.2, for the term of 36 months or such other term as the parties shall specify in the Merchant Information or otherwise agree in writing commencing on the date of delivery of the Terminal to the relevant Site. The Merchant shall pay all applicable delivery fees, establishment fees and rental fees for any Terminal at the Site(s) at Business Fuel Cards's then applicable rates.

8.3 By accepting and/or using a Terminal the Merchant agrees to the terms of the relevant Terminal supplier's End User Licence Agreement Terms ("EULA") as amended from time to time. The Merchant acknowledges that the supplier has the discretion to refuse to provide its solutions, products or technical support ("Terminal Supplier Services") to any potential end user and that the hire of the Terminal shall end, and Business Fuel Cards shall have no liability whatsoever to the Merchant in connection with the rental of the Terminal, if the supplier of the relevant Terminal refuses to provide, or terminates, the Terminal Supplier Services or the EULA.

8.4 The Terminal will only be used, unless otherwise agreed in writing, for the purpose of permitting a Card User to purchase Authorised Supplies using a Valid Card in accordance with the terms of this agreement and the EULA.

8.5 Terminal delivered to the Site(s) are to be self installed by or for the Merchant with telephone support available from Business Fuel Cards during Business Fuel Card's usual business hours. Should onsite support be required, additional fees and charges may apply. The Merchant must provide Business Fuel Cards (and its contractors and personnel) with access to the Site(s) for any reason related to the Terminals including, without limitation, if the Merchant fails to return the Terminal in accordance with clause 8.8. The Merchant warrants that it is the owner of the Site(s) or has the legal right to provide access. The Merchant must notify and provide Business Fuel Cards with any security, health and safety or other relevant policies or procedures for the Site(s) prior to its access.

8.6 Business Fuel Cards will make a unique "log-in" and "password" available to the Merchant for a web



P: 1300 881 546
F: 1300 881 347



A: GPO Box 3852,
Sydney, NSW



E: merchant@fleetcard.com.au
W: bfcards.com/merchant

portal (as and when available) for fall back processing by entering the transaction online when the Terminal is offline or otherwise unavailable.

8.7 All consumables required for the operation of Terminals are to be provided by the Merchant at the Merchant's own cost.

8.8 The Merchant must, at the Merchant's cost, return the Terminal to Business Fuel Cards, or to the relevant supplier of the Terminal, as Business Fuel Cards shall direct, in good working order and condition (fair wear and tear excepted) within 5 working days of the expiry of the rental term or earlier termination of the agreement in accordance with clause 11.

8.8 Business Fuel Cards or its licensors, retain legal and beneficial title in the Terminal and associated intellectual property at all times and the Merchant may not modify, destroy, damage or dispose of the Terminals without the consent of Business Fuel Cards. If any Terminal is lost, damaged or destroyed or ceases to operate the Merchant must immediately notify Business Fuel Cards and the Merchant will be responsible for any costs that Business Fuel Cards incur to repair or replace the Terminal.

8.9 The Merchant will bear the risk of, be responsible for, and must immediately notify Business Fuel Cards of all loss (including theft) of or damage to, the Terminal from the time that they are first delivered to the Site(s) until the time that they are delivered back to Business Fuel Cards or, at Business Fuel Cards' direction, the relevant supplier of the Terminal. The Merchant will hold reasonable insurance to cover key business risks during the term of this agreement.

8.10 The Merchant shall indemnify Business Fuel Cards, and its employees, agents and contractors in respect of all liabilities, costs and expenses, claims or demands incurred by Business Fuel Cards or any third party arising from any of the Merchant's acts or omissions or negligence related to or arising out of the use of the Terminals by the Merchant, its employees, agents and contractors and any breach by the Merchant, or its employees, agents and contractors, of the EULA.

8.11 Notwithstanding and other term of this agreement, Business Fuel Cards may terminate the rental and require the immediate return of Terminals if it reasonably suspects that the Terminals may be used for an unlawful purpose, in breach of this agreement or the EULA, or damage to the Terminals is likely to occur and in the event of such termination the provisions of clause 11.2 shall apply.

9. PERSONAL PROPERTY SECURITY ACT

9.1 The Merchant grants to Business Fuel Cards a security interest in the Terminals to secure the payment (including of the Terminal Rental) and performance obligations of the Merchant in connection with the Terminals. The Merchant acknowledges this agreement constitutes a security agreement for the purposes of the Personal Property Security Act 2009(Cth) (PPSA) and the Merchant will provide Business Fuel Cards with all information required for Business Fuel Cards to register a financing statement pursuant to the PPSA.

9.2 To the extent the law permits: (a) for the purposes of sections 115(1) and 115(7) of the PPSA: (i) Business Fuel Cards need not comply with sections 95, 121(4), 125, 130, 132(3)(d), 132(4) or 135; and (ii) sections 142 and 143 are excluded;

(b) for the purposes of section 115(7) of the PPSA, Business Fuel Cards need not comply with sections 132 and 137(3);

(c) the Merchant agrees not to exercise its rights to make any request of Business Fuel Cards under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non disclosure under that section

10. PRIVACY

10.1 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 10, 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 any relevant regulatory authority access to all Site(s), personnel and materials of the Merchant to assess the Merchant's compliance with all or any part of this clause 10; 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 10.

10.2 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.

10.3 This clause 10 survives termination or expiry of this agreement.

11. TERM AND VARIATIONS

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

11.2 The rental of Terminals may be terminated by either party on 30 days' notice provided however that, where the Merchant terminates any Terminal rental prior to the expiry of the then current term, or Business Fuel Cards terminates the Terminal rental in accordance with clause 8.11, any applicable terminal return fee specified in the Merchant Information or Special Conditions, and the rental fees for the remainder of that term shall be payable by the Merchant immediately on giving such notice.

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

11.4 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 11.1 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.

12. ASSIGNMENT

12.1 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.

12.2 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 12.2.

12.3 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.

13. PROCESSING

13.1 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.

13.2 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 specified in the Merchant Information or advised to the Merchant by Business Fuel Cards.

13.3 Business Fuel Cards shall be entitled to deduct from any sum due and owing to the Merchant any installation fees, rental or other charges payable to Business Fuel Cards in connection with Terminals

13.4 From time to time by notice the Merchant in the manner specified in clause 11.4 the rates of the Merchant Service Fee and/or Rebate advised to the Merchant may be altered.

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

14.2 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.

14.3 All notices or communications to the Merchant may be given by facsimile, email or post, to the facsimile number (if any), email address or 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.bfcards.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 by post, two days after posting;
- (c) where published on the website, five days after publication, provided that any notice received after 5.00pm 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.

14.4 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.

15. GST

15.1 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.

15.2 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 notionally payable in respect of the supply (GST Exclusive Consideration) except as provided under this clause.

15.3 Any amount referred to in this agreement (other than an amount referred to in clause 15.8) 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.

15.4 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.

15.5 The recipient must pay the additional amount payable under clause 15.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

15.6 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 15.4 or at such other time as the parties agree.

15.7 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 15.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

15.8 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 15.4.

16 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.

(Company or Business Name) _____

by (Authorised Signature and Office) _____

Date : _____

For and on behalf of BUSINESS FUEL CARDS _____

Date : _____

