



Conditions of Use

Terms and Conditions

Version 11/2010

Privacy

Cabcharge Australia Limited ("Cabcharge") complies with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth). For information on our privacy and information handling practices, please refer to our Privacy Statement.

A copy of our Privacy Statement can be viewed online at <http://www.cabcharge.com.au> or alternately you can contact us on 1800 652 229 or 02 9332 9222 from 8:30am - 4:30pm Monday to Friday (Eastern Standard/Daylight Savings Time) to request a copy.

Conditions of Use

This "Conditions of Use" document sets out the rights and responsibilities of both Cabcharge and you, the Account Holder. These Conditions of Use supersede all previous Conditions of Use.

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IMPORTANT NOTICE

Please read these Conditions of Use before signing the Application Form for an account facility or before using your replacement Charge Card, TAXI eTICKET or Account Coded Dockets issued on an existing account facility. Special attention is drawn to Clauses 4, 5, 6, 7, 8, 9, and 10.

By using your Account or giving permission to any person to use your Account, you will be deemed to have agreed to these Conditions of Use and they will govern your use of the Account.

If you do not agree with these Conditions of Use, cut your Cabcharge Contactless Card(s) other Cabcharge Card(s), TAXI eTICKETS and/or Account Coded Dockets in half and return the pieces to Cabcharge. The Account will be cancelled without penalty.

In any other event you will remain liable for any charges incurred on the Account until the Account is cancelled in accordance with Clause 20 of these Conditions of Use.

DEFINITIONS:

Account means a Cabcharge Account established or operated under these Conditions of Use and includes all amounts charged under any charge option.

Account Coded Dockets means pre-encoded dockets issued by Cabcharge with the name and account number of the Account Holder encoded thereon.

Account Holder means the person, company or entity in whose name the Account has been opened. It includes any person with apparent authority to act on behalf of the Account Holder.

Additional Cardholder means any person nominated by the Account Holder to receive a Card to access the Account.

Associate/Approved Card/Charge Card means any Card issued by any Card Provider that has been authorised by Cabcharge as an approved charge or fare payment option.

Cabcharge means Cabcharge Australia Limited. A.B.N. 99 001 958 390 and includes Cabcharge International Ltd. and any derivative of Cabcharge in participating countries.

Card means any Charge Card including the Contactless Card issued by Cabcharge and carrying the name Cabcharge and bearing the name of the Account Holder along with that of the Cardholder.

Cardholder means any person who has been issued a Card at the request of the Account Holder and whose name appears on such Card.

Charge means the amount of any fare, including toll charges, special levies, gratuities and Goods and Services Tax (GST) raised on a Card, whether electronically or manually, or on a Docket or TAXI eTICKET or by any other means approved and accepted by Cabcharge for any service provided and charged to the Account.

Currency means Australian Dollars and shall be the only currency applied to a Statement of Account.

Docket means any Account Coded Docket or a docket embossed with the Account Holder's details by the use of a valid approved Card, or a transaction docket issued from an electronic terminal by use of a Card or TAXI eTICKET.

Electronic Transaction means any charge raised on a Card, TAXI eTICKET or an Associate Card through an electronic terminal i.e. Cabcharge Fareway EFTPOS Terminal.

International Transaction means any charge raised on a Card, TAXI eTICKET, an Associate Card or a Docket for services provided in any participating country.

Privacy Act means the Privacy and Personal Information Protection Act 1998 Privacy Act 1988.

Service Fee means the current Account keeping service fee charged pursuant to clause 11.

Statement Date means date of issue of the Statement for each period that Cabcharge shall determine.

Statement Period means the dates of transactions "From" and "To" making up the statement amount and is determined by Cabcharge and printed on each Statement.

TAXI eTICKET means pre-encoded tickets issued by Cabcharge with the name and account number of the Account Holder printed and encoded thereon.

1. AUTHORITY TO ENQUIRE

The Applicant authorises Cabcharge (its servants or agents), pursuant to the

provisions of the Privacy Act, to make all reasonable enquiries to verify the information given in the application to Cabcharge for an Account. Cabcharge is also authorised to obtain from a credit reporting agency or any financial institutions or credit providers, whose names are provided or whose names are included in a credit report, such information on personal or commercial finances as it may require to satisfy Cabcharge of the Applicant's ability to discharge its commitments under the terms of the Account.

The Applicant further agrees that information relating to the application for an Account may be disclosed to a credit reporting agency as well as any information in respect of overdue payments that are the subject of action taken for recovery and also where cheques have been dishonoured on more than one occasion.

2. BOND

The Account Holder agrees to pay Cabcharge such sum or sums as may be required as a bond for any amount that the Account Holder may owe to Cabcharge.

Cabcharge shall not be liable to pay any interest on the bond and this agreement shall not create any trust between the parties in relation to the bond monies.

Cabcharge is entitled to assess in its sole discretion the manner in which the Account is conducted from time to time and may require the payment of additional or further bond monies as a condition of the continued operation of the Account.

A failure to pay additional or further bond monies within 14 days of notification shall entitle Cabcharge to cancel the Account in accordance with Clause 20 of these Conditions of Use.

The Account Holder further agrees that the bond is held for the term of the Account and may be applied to satisfy any default thereof.

If the Account is closed by mutual agreement then the bond will be returned in full once Cabcharge is satisfied of the following;

- a) that the account holder has correctly completed a 'request to cancel account' form for all accounts;
- b) that all amounts owing have been paid in full;
- c) that all Cards, TAXI eTICKETS and/or Account Coded Dockets have been returned to Cabcharge or destroyed by the Account Holder.

Account holders remain liable for the use of any Account Coded Dockets, TAXI eTICKETS or Cards which have not been destroyed.

3. GUARANTEE

3.1 Personal Guarantee

Where the Account is guaranteed by a Guarantor, the Guarantor acknowledges that the consideration for the giving of the guarantee is the issue of the Account to the Account Holder. The Guarantor agrees that:

- a) If the Account Holder fails or refuses to satisfy any charge liability or debt to Cabcharge in respect of the Account, the Guarantor shall assume personal liability for that charge, liability or debt;
- b) the Guarantor shall pay to Cabcharge on demand the whole of any such sum owed by the Account Holder to Cabcharge;
- c) the Guarantor will be bound by the Conditions of Use under which the Account is operated;
- d) variation to these Conditions of Use in accordance with these terms and conditions will not affect Cabcharge's rights against the Guarantor;
- e) Cabcharge may vary or release any securities held by or in favour of Cabcharge on account of the sums intended to be secured by the guarantee or any part thereof and may compound with or give time for payment or accept compositions from or make any other arrangements with the Account Holder;
- f) the guarantee is irrevocable and shall continue regardless of the Guarantor's relationship with the Applicant for the duration of the Account held by the Account Holder.

3.2 Bank Guarantee

Cabcharge may at its option at any time, whether as a condition precedent to the opening of an Account or any time thereafter, require the Account Holder to provide it with a guarantee of payment from the Account Holder's bank. If the Account Holder is unable to provide a bank guarantee satisfactory to Cabcharge, then Cabcharge may refuse to open an Account or may cancel the Account forthwith.

4. CARDS

Any Cards issued by Cabcharge to the Account Holder or to any additional Cardholder are for use on the single Account issued under this agreement. Cards may be used via electronic EFTPOS terminals for transmission of the fare details in which event a transaction record will be printed with a copy for the Account Holders records on the request of the user authorised by the Account Holder.

Never sign an electronic transaction receipt before ensuring that the fare details are correct.

The Account Holder will remain liable for all charges made on the account. This is so whether the charge is made through use of an Account Holders Card or any additional Card or Associate Card. There are limits on the liability for unauthorised use of any Card set out in Clause 10 and providing all terms and conditions have been complied with and in particular the following:

- a) **Signature.** For identification and to prevent misuse the Cardholder agrees that upon receipt of the Card and before it is used, to immediately sign the Card in the space provided. In any case of failure to sign the Card, the Account Holder will become liable for all Charges incurred by the fraudulent or unauthorised use of it.
- b) **Card Validity.** The validity dates shall be from the first day of the commencement month through to the last day of the expiry month printed on the face of the card. Cards are not valid before or after these dates.
- c) **Expired cards must be destroyed.**
A Cardholder may use a Card only if it is valid.
A Card is valid if:
 - it has been signed by the Cardholder

- the validity date on the Card has not expired
- use of the Card has not been cancelled or suspended
- it is used strictly in accordance with these Conditions of Use.

d) **Cards are not transferable and may only be used by the person to whom they have been allocated.**

e) **Additional Cards.** At the written request of the Account Holder, Cabcharge may issue additional personalised Cards in the name of the Account Holder to any person nominated by the Account Holder to receive a Card to access the Account.

f) **Additional Card(s) will be subject to the Conditions of Use** as amended from time to time and the Account Holder will be bound by, and responsible for the use by any person to whom a Card has been issued at the Account Holder's request. Issue of an additional card does not impose any joint or several liability on any additional Cardholder.

g) **Additional cardholder/s are able to operate the account in every way** including accessing all information, including financial information about the account.

NOTE:

For this reason, you should ensure the additional Cardholder/s receives a copy of these Terms and Conditions and reads and understands the document.

h) **Sample Signature.** A sample signature of the additional Cardholder must be supplied when requesting an additional Card.

i) **It is the responsibility of the Account Holder to recover Cards that are on issue to any person where that person is no longer employed by or associated with the Account Holder.** Failure to recover and destroy such additional Cards render the Account Holder liable for any Charges that might be raised on such Cards.

j) **Cancelled Cards.** Where the Account Holder requests that a Card on issue be cancelled, the Account Holder will confirm in writing that the nominated Card has been destroyed. The Account Holder shall be liable for any Charges that may subsequently be raised on that Card where the Account Holder has failed to destroy the Card.

k) **Reissued Cards.** Upon receipt of a newly issued card the previous card for that account must be immediately destroyed, regardless of whether it has reached its expiry date or not.

5. REPLACEMENT AND RENEWAL OF CARDS

a) Cabcharge shall be entitled to charge a fee not exceeding \$10.00 for the provision of any replacement Card issued at the written request of the Account Holder.

b) Cabcharge shall have the right to refuse to issue a replacement Card where the Cardholder has failed to exercise reasonable care of Cards issued in the name of that person.

c) By accepting these Conditions of Use the Account Holder hereby requests that a renewal Card or Cards be issued before the expiry date printed on the current Card. Renewal will continue until the Account Holder notifies Cabcharge in writing not to issue a renewal Card or to cancel the Card or the Card is cancelled.

d) The Conditions of Use which will apply to the use of such renewal or replacement Card(s) will be those Conditions of Use which are applicable and current at the time of such renewal or replacement.

6. TAXI eTICKETS

a) TAXI eTICKETS are, in essence, an electronic docket with the advantage of some security features associated with electronically encoded Cards. Cabcharge may at its discretion issue TAXI eTICKETS in place of or in addition to Account Coded Dockets.

b) TAXI eTICKETS will be issued with limited validity dates and will have an expiry date encoded and printed thereon.

c) TAXI eTICKETS are for use via electronic terminal and the fare will appear on statements of account in data format and will not be imaged.

d) Upon request the driver may issue a printed receipt from the electronic terminal for the Account Holders records.

e) It is the responsibility of the passenger to ensure that the amount of the fare and trip details is correct before signing the transaction record retained by the driver when using the TAXI eTICKET.

f) It is the responsibility of the passenger to ensure that the TAXI eTICKET is torn at the perforated strip immediately after use and that the passenger retain the passenger record portion of the TAXI eTICKET.

NOTE:

(i) The Account Holder should be aware that TAXI eTICKETS are not held in stock and are only printed as required. Five to Seven days notice should be given when requesting new supplies.

(ii) The Account Holder should note that TAXI eTICKETS are, in essence, an electronic card with an unlimited value and should never carry excessive numbers.

(iii) Special attention should be paid to Clause 10 of these Conditions of Use in respect of lost or stolen TAXI eTICKETS.

7. ACCOUNT CODED DOCKETS

7.1 Account Coded Dockets

a) At the request of the Account Holder, Cabcharge will supply Account Coded Dockets at no additional charge to the Account Holder. Account Coded Dockets will be supplied in books of fifty (50) or in continuous form and will be encoded with the name of the Account Holder as well as the Account Number and Docket Number, and may include additional information and account name descriptions or titles.

b) **Account Coded Dockets, being equivalent to blank signed cheques, must be kept under conditions of maximum security. Due to their nature, Account Coded Dockets are not open to cancellation.**

c) **The Account Holder must retain direct control of all issued and unused Account Coded Dockets at all times and will remain liable for all or any charges arising from their use.**

- d) Cabcharge may, at its discretion, limit the number of Account Coded Dockets to be supplied at any one time.
- e) Each Account Coded Docket is valid only for a maximum amount of \$100.00 unless the hiring of the taxi cab, water taxi or hire car is booked by telephone from a verifiable business or private residential address. (In which case Cabcharge may authorise a higher amount). No more than one Account Coded Docket may be used for any single journey.

NOTE:

- (i) The Account Holder should be aware that Account Coded Dockets are not held in stock and are only printed as required. Five to Seven days notice should be given when requesting new supplies.
- (ii) The Account Holder should note that Account Coded Dockets are, in essence, signed blank cheques and should never carry a full book or excessive numbers.
- (iii) Special attention should be paid to Clause 10 of these Conditions of Use in respect of lost or stolen Account Coded Dockets.

7.2 Signing of Dockets

Never sign a blank or incomplete Docket and always ensure the fare details are correct before signing.

The Account Holder shall be liable for all Charges on Dockets where the Docket has been signed without the journey details being inserted, as well as the "fare in words" section being properly completed. Omission or failure to ensure that fare details are correct on a docket, or to correctly complete any detail of a Docket or to sign a Docket will not invalidate the Docket or void liability of any Charge indicated on that Docket.

8. THE CABCHARGE CARD(S), TAXI eTICKETS AND DOCKETS REMAIN THE PROPERTY OF CABCHARGE

Card(s), TAXI eTICKETS and Dockets remain at all times the property of Cabcharge and must be returned to Cabcharge immediately upon any such demand or request being made.

9. LIABILITY FOR RECEIPT OF CARDS, TAXI eTICKETS AND ACCOUNT CODED DOCKETS

The Account Holder is liable at all times for the security of Cards, TAXI eTICKETS and Account Coded Dockets issued to that Account.

Cabcharge may, but is not obliged to, ensure delivery to a nominated address of the Account Holder. Freight delivery and handling charges are the responsibility of the Account Holder and shall be payable on delivery by the Account Holder.

It is the Account Holders responsibility to maintain a record of Card, TAXI eTICKET and Account Coded Docket numbers received and to control and govern any subsequent issue or distribution to its agents, representatives or other persons.

10. LOST OR STOLEN CARDS, TAXI eTICKETS OR ACCOUNT CODED DOCKETS

10.1 Cards and TAXI eTICKETS

- a) The Account Holder must immediately notify Cabcharge if a Card or TAXI eTICKET is lost or stolen and must confirm such notification in writing stipulating the card or TAXI eTICKET number/s. The Account Holder remains liable for any Docket or Electronic Transaction dated on or prior to the date of notification.
- b) The Account Holder will not be liable for Dockets or Electronic Transactions raised from a lost or stolen Card or TAXI eTICKET that are dated after the report of loss or theft.
- c) In any other event the Account Holder shall remain liable for all Charges raised on the Account.

10.2 Account Coded Dockets

- a) The Account Holder must immediately notify Cabcharge in writing if Account Coded Dockets are lost or stolen and stipulating the docket numbers or docket book numbers involved.
- b) Due to their nature Account Coded Dockets are not open to cancellation.
- c) The Account Holder remains liable for any lost or stolen Account Coded Dockets dated on or prior to the date of notification.
- d) The Account Holder is further liable for lost or stolen Account Coded Dockets dated after the date of notification, but with a maximum of \$1000.00 for the first book or part thereof, and an additional \$500.00 for each additional book or part thereof in any event of loss or theft of multiple books in any one instance.
- e) The Limit of Liability applies individually to all notifications and is assessed as a total for each occurrence.
- f) Notwithstanding the limitation to the aforementioned maximum liability, in any event where it can be shown that all reasonable precautions as may be deemed necessary to ensure Account Coded Dockets are maintained under maximum security and protected from unauthorised use have not been taken by the Account Holder, or the Account Holder has relinquished direct control, or in any event where successive loss or theft has occurred and may be attributed to negligence on the part of the Account Holder, then the Account Holder may be held wholly liable for all charges arising from use of such lost or stolen dockets.
- g) Cabcharge may, at its discretion, request such other or further evidence as it deems necessary to support the validity of any claim for Limited Liability.

11. SERVICE FEE

- a) The Account Holder will pay to Cabcharge in each billing period a service fee being ten percent (10%) of the total of Charges raised on Dockets and Electronic Transactions, together with the applicable service fee current at the time of any International transactions invoiced during the billing period.
- b) If no Dockets, Electronic Transactions or International Transactions are invoiced, or if the total of such Dockets or Transactions does not exceed \$60.00 in the billing period, there is a minimum service fee payable of \$6.00. The minimum service fee will be charged in each billing period and shall be calculated in a manner ensuring the total minimum service fee payable does not exceed the gross annual minimum

service fee charged over 12 calendar months.

12. STATEMENT OF ACCOUNT / TAX INVOICE

- a) The Account Holder will receive a Statement of Account which will be a Tax Invoice for the purposes of the GST law. Each Statement will be for the period specified by Cabcharge and will provide information showing the aggregate Charges for all transactions raised on Account Coded Dockets, TAXI eTICKETS and Cards including any Electronic Transactions and International Transactions, and the applicable service fees and any Liquidated Damages for the period.

In addition it will show:

- the date of issue and the number of charges during the period
 - the date by which payment of the total amount due must be received by Cabcharge
 - the dates indicating the period during which transactions are included
 - the amount owing at the beginning of the period i.e. opening balance
 - payments received during the current period
 - debit and credit adjustments during the current period
 - the amount of liquidated damages charged on any overdue balance
 - the total taxi fares inclusive of GST
 - the service fee pursuant to clause 11 of these Conditions of Use
 - the total amount due at the end of the current period i.e. closing balance
 - the amount owing from a previous statement period and unpaid i.e. overdue
 - an amount of the GST component of the Taxi Fares for Input Tax Credit purposes.
- b) Statements will be issued and may be forwarded by electronic media or through electronic data transfer or may be downloaded online, or such other means as may be mutually agreed between Cabcharge and the Account Holder.

13. PAYMENT OF ACCOUNT

- a) The Account Holder agrees to pay to Cabcharge the full amount due and payable in each billing period represented by an aggregate of all Charges indicated on any Account Coded Docket issued to the Account Holder and on all Dockets, Electronic transactions and International Transactions raised from a Card, TAXI eTICKET or Associate Cards, together with the applicable service fee, within twenty eight (28) days after the statement date (i.e. issue date).
- b) International transactions will be converted to Australian dollars and will be charged at the exchange rate current on the date of processing.
- c) If Cabcharge does not receive payment in full of the amount shown on any given statement by the due date which appears on the statement, then the unpaid balance of that amount will be designated as "Previous Balance" (outstanding) in your next and subsequent statements until payment has been made in full.
- d) Liquidated damages of one and one-half percent (1.5%) will be charged on that part of the Previous Balance shown in the second and on each subsequent statement which remains unpaid by the due date appearing on that next statement. Thereafter, liquidated damages will be assessed on all amounts designated as Overdue and all other costs, charges and expenses for which the Account Holder is liable pursuant to these Conditions of Use.
- e) The Account Holder agrees that such liquidated damages are not a penalty, but are a true measure of damages sustained by Cabcharge and all such charges will be payable on demand.
- f) All Payments and/or part payments received will be firstly applied against any damages and then to any overdue amounts on the indicated account and any related accounts and then to any current balances.
- g) All payments must be made by any facility for payment which Cabcharge makes available from time to time; or by posting to the address shown on the statement of account; or by Electronic Funds Transfer (EFT) directed to the bank and branch details provided by Cabcharge upon request.

14. ACCOUNT PROBLEMS OR ENQUIRIES

It is the responsibility of the Account Holder to review each statement of account and report to Cabcharge immediately any discrepancy, error, or unauthorised transactions or Dockets.

Cabcharge will take all reasonable steps to resolve the query, but will not be obliged to accept a claim if made after sixty (60) days from date of statement. Cabcharge is not able to accept any query or claim made on an associate Card, which must be directed to the Card provider.

Where the Account Holder disputes the validity of any charges set out in the Statement of Account, the Account Holder agrees to pay Cabcharge the full sum due which is not in dispute on or before the due date.

15. DISPUTED CHARGES - RESOLUTION PROCEDURE

- a) In the event of any dispute the Account Holder shall return the original/ data image copy of the disputed Account Coded Dockets or full details of the transaction number of a card or TAXI eTICKET entry together with all the information available about the disputed charge to Cabcharge to enable full investigations to be carried out. At the request of Cabcharge the Account Holder will supply a Statutory Declaration in respect of the circumstances of the usage of a disputed Docket or transaction.
- b) Where a Docket or transaction is in dispute, Cabcharge will institute investigations through the relevant taxi, water taxi or hire car group(s) and on completion of such investigations will issue the Account Holder written advice of the amount of any adjustment that is necessary.
- c) If Cabcharge concludes, as a result of its investigations, that an Account has been incorrectly debited or credited, Cabcharge will promptly adjust the Account

accordingly (including any service fee and liquidated damages).

- d) If Cabcharge concludes, as a result of its investigations, that an Account has not been incorrectly debited or credited, or that the dispute arises from the fraudulent or negligent use of Dockets, TAXI eTICKETS or Cards whether caused by omission or by alteration or any act in contravention of these Conditions of Use, then the Account Holder agrees to pay the amount in dispute, together with service fee and liquidated damages.

16. IRREGULAR OR INCOMPLETE PAYMENTS

Cabcharge may, but shall not be obliged to, accept late payments, partial payments or any cheques or money orders marked as being in full or being as settlement of any dispute with Cabcharge. If Cabcharge elects to accept such a payment or cheque then it shall not be deemed to have thereby waived or forgone any of its rights under these Conditions of Use or under any Statute or at General Law or in Equity.

17. DISHONOURED PAYMENTS

Payment by cheque is conditional upon the cheque being honoured. If a cheque is tendered to Cabcharge in payment and discharge of any liability and the cheque is not honoured, then the Account Holder agrees to pay to Cabcharge the amount not recovered upon such cheque together with any reasonable amount incurred or expended by Cabcharge in respect of such cheque and its collection costs.

18. FAILURE TO MAKE PAYMENT

If the Account Holder fails to make payment in accordance with Clause 13 and remains in default sixty (60) days after payment was due, Cabcharge is entitled to cancel or suspend the Account without the need of further notification to the Account Holder and to make a report of the payment default to a credit reporting agency and to take all action necessary to recover the outstanding amount together with all costs and damages.

19. ADDITIONAL STATEMENTS

Cabcharge may, but without being obliged to, on the written request of the Account Holder, provide additional evidence by way of replacement statements, electronic data, and/or data image copies of the use of the Account by the Account Holder or other persons on the Account Holder's behalf. In such case Cabcharge may charge a reasonable fee to the Account Holder for the provision of such additional evidence.

20. CANCELLATION OF ACCOUNT

- a) Cabcharge has the right to refuse to renew or reissue an Account or to cancel an Account and to demand the immediate return of Account Coded Dockets, TAXI eTICKETS or Card(s) issued thereunder without prior notice and without the need to give reason or reasons therefore. Upon receipt of such notification and upon such demand being made, the Account Holder shall immediately return the Account Coded Dockets, TAXI eTICKETS and Card(s) and will immediately pay the outstanding Account balance and any additional costs or charges incurred in collecting such payment.
- b) Notwithstanding the cancellation by Cabcharge of the Account, the Account Holder will nevertheless remain liable for all charges incurred on Cards, Dockets and TAXI eTICKETS relating to journeys carried out whether before or after the date of cancellation or withdrawal of the Account by Cabcharge.
- c) Where the Account is terminated at the written request of the Account Holder the Account Holder will cut the Card(s) and/or all TAXI eTICKETS and/or all unused Account Coded Dockets in halves and return the pieces to Cabcharge. In any case of failure to properly destroy and/or return such Cards, TAXI eTICKETS and Account Coded Dockets the Account Holder shall always remain liable for all charges incurred on any Dockets, or arising from the use of TAXI eTICKETS or Cards issued on that Account whether or not those Dockets relate to journeys carried out or completed before or after the date that notification is received by Cabcharge.

21. SUSPENSION

Cabcharge has the right to suspend and/or withhold for such time as may be determined the right of the Account Holder to use Cards, (including any Additional Cards) TAXI eTICKETS and/or Account Coded Dockets of an Account for any reason, and without the need of any prior notice to the Account Holders.

Cabcharge will notify the Account Holder following any suspension of Cards, TAXI eTICKETS and/or Account Coded Dockets.

Until the suspension is lifted by Cabcharge:

- An Account Holder must not use a suspended Card, TAXI eTICKET and/or Account Coded Docket; and
- The obligations of the Account Holder continue and Cabcharge shall not lose any rights under these Conditions of Use or at law and these same Conditions shall apply if and when such suspension is lifted.

22. LIABILITY FOR COSTS

The Account Holder shall be liable for all legal and recovery costs including, but not limited to, Solicitor's fees on a Solicitor/Client basis and whether arising by virtue of the Local Courts (Civil Claims) Act or such other legislation as may be in force from time to time or otherwise, where such costs and expenses are incurred by Cabcharge in connection with any default of any of the terms and conditions of this agreement between Cabcharge and the Account Holder.

23. CABCHARGE NOT LIABLE FOR TAXI, WATER TAXI AND HIRE CAR SERVICES

Cabcharge, whilst making every endeavour to ensure acceptance, is not liable for the refusal of any taxi, water taxi or hire car operator to accept or honour a Cabcharge Card, TAXI eTICKET or Account Coded Docket or any other Approved Cards.

Cabcharge will not be liable for any aspect of the service provided by a taxi, water taxi or hire car operator and will not be liable for any loss of or injury to persons or property howsoever caused, arising from the service of a taxi, water taxi or hire car operator,

and any warranty or condition expressed or implied that Cabcharge is so responsible or liable is hereby negated.

Except to the extent of any liability imposed by law, Cabcharge shall not be liable for any act or omission of any Cabcharge officer, agent, or employee.

Any dispute in regard to the service provided in respect to the use of a Card, TAXI eTICKET or Account Coded Docket shall not entitle the Account Holder to withhold payment from Cabcharge on account of any such claim or dispute.

24. CHANGE OF ACCOUNT DETAILS

The Account Holder will ensure that all address, contact details and other relevant particulars remain current and valid at all times. Any changes to particulars of an Account must be notified in writing within seven days. The Account Holder remains liable for all charges and fees arising from any delays or omissions consequential to non-current account details.

25. ASSIGNMENT OF DEBTS

The Account Holder should be aware that debts which are incurred on the Account have been assigned by the service provider to Cabcharge Australia Limited and may be recovered by Cabcharge Australia Limited as a debt owing to that company by the Account Holder.

26. VARIATION OF CONDITIONS

Cabcharge has the right to alter, defer, waive, amend or add to the Conditions of Use governing Accounts at any time without creating a new contract between Cabcharge and the Account Holder. In respect of matters which alter the Account Holder's responsibility or increase the Account Holder's liability, a notice will be mailed or delivered to the Account Holder's latest recorded address and thereupon shall be deemed as served on the day following and be effective 20 days thereafter. Other changes may be advised through notices on or with Statements of Account and are effective 7 days thereafter.

27. APPLICABLE LAW

These Conditions of Use shall be governed by and construed in accordance with the laws of New South Wales and any dispute in relation to the Account shall be determined by the courts of New South Wales. Any agreement between the Account Holder and/or Guarantor and Cabcharge is made in New South Wales.

The rights and obligations set out in these Conditions of Use are in accordance with the Code of Conduct applicable to Charge Card issuers and Cabcharge warrants that it will comply with the requirements of the Code.

28. NO WAIVER

No forbearance, delay or failure on the part of Cabcharge to exercise any power or right under these Conditions of Use shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any further exercise of that or any other power or right.

29. ENTIRE AGREEMENT

These Conditions of Use shall apply to the exclusion of all agreements, representations and other statements made prior to the use of the Account and constitute all of the Conditions of Use which govern the use of the Cabcharge Account, but subject to any amendments to these Conditions of use made in the manner herein described.

LOST OR STOLEN CARDS, TAXI eTICKETS OR ACCOUNT CODED DOCKETS

Notify us during business hours on 1800 652 229 or 02 9332 9222.

After hours on 02 9020 2345, or by fax on 02 9332 9208, or online at www.cabcharge.com.au/customerservice/

Be sure to advise the Account Name, Card Holder Name and Card Number and/or Sequence Number.



Cabcharge Australia Limited

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