

## Conditions of Use

### Terms and Conditions

Version 1/2015

#### Cabcharge Conditions of Use

Before you apply for a Card Account you should read this document carefully and ensure that each Additional Cardholder does likewise. You (and any Additional Cardholder) should also read the Important Security Information and the Privacy Statement, which appear at the end of this document.

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#### 1. The Conditions of Use

- 1.1 The Card Account and all Cards are offered to you on the terms set out in these Conditions of Use (which include the Important Security Information and Privacy Statement at the end of these Conditions of Use). These Conditions of Use govern the use of any Card and all transactions on the Card Account.
- 1.2 You agree to be bound by the Conditions of Use by the first use of your Card Account (this may be by a transaction initiated by you or an Additional Cardholder).
- 1.3 If you do not agree to these Conditions of Use, cut any Card that we have provided to you in to two pieces and return it to us. If you do this your Card Account will be cancelled without penalty.

#### 2. Use of Cards

- 2.1 Cards may only be used for transactions in connection with services supplied by a Driver.
- 2.2 You acknowledge that we may refuse a transaction using a Card.
- 2.3 A Card may not be used:

- (a) outside the validity period shown on the Card;
- (b) if the Card has been cancelled or suspended; or
- (c) if your Card Account has been closed or suspended.
- 2.4 We may in our absolute discretion decide what form of Card to issue to you. You may request that we do not issue you or Additional Cardholders with a particular form of Card.
- 2.5 Each Card is our property and remains so at all times. You must return a Card to us immediately on any demand or request being made by us.
- 2.6 Cards are not transferable.
- 2.7 Expired cards must be destroyed.

#### 3. Additional Cardholders

- 3.1 You can ask us to issue Cards to other persons you nominate for the purpose of operating your Card Account. These persons will be known as Additional Cardholders.
- 3.2 When you ask us to issue Cards to an Additional Cardholder, you represent and warrant to us that the Additional Cardholder is 18 years of age or older.
- 3.3 If a Card is issued to an Additional Cardholder, all transactions authorised by the Additional Cardholder will be treated as having been authorised by you and you will be responsible for them.
- 3.4 You can cancel an Additional Cardholder's authority to operate your Card Account by doing both of the following:
- (a) giving us notice in writing; and
- (b) either:
- returning their Card to us;
  - satisfying us that the Card has been destroyed; or
  - satisfying us that you have taken all reasonable steps to procure the Card's destruction or return to us.

What constitutes taking all reasonable steps to have a card returned to us, where you are the account holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if possible, and request them to surrender their card to you, so that you can destroy it or return it to us.

- Until you cancel an Additional Cardholder's authority you remain liable for their transactions.
- 3.5 Additional Cardholders cannot authorise any changes to your Card Account.
- 3.6 You are responsible for ensuring that Additional Cardholders comply with these Conditions of Use.

#### 4. Transaction and Card Account limits

- 4.1 We may by notice in writing limit the maximum amount of either or both of:
- (a) a transaction using a Card; and
- (b) all transactions on the Card Account.
- 4.2 Only one Account Coded Docket may be used for any single journey.

#### 5. Lost or Stolen Cards

- You must immediately notify us in writing if a Card is lost or stolen.

## 6. Replacement and renewal of Cards

- 6.1 If a Card is lost or stolen you may request a replacement Card. We may refuse to provide you with a replacement Card if we consider that you or an Additional Cardholder has failed to exercise reasonable care.
- 6.2 We will provide you with a renewal Card before the expiry date (if any) printed on a current Card. We will continue to issue renewal Cards until the earlier of:
- (a) you notifying us in writing not to issue a renewal Card; or
  - (b) the Card is cancelled or your Card Account is closed.

## 7. Fees and charges

- 7.1 You must pay us the Fees in the amounts and at the times set out in the Fees Schedule or as otherwise specified in these Conditions of Use. The Fees and charges to your Card Account will appear on your Card Account statement of account.
- 7.2 You are responsible for all government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in relation to the Conditions of Use, the supply or use of a Card or transactions debited or credited to your Card Account. These amounts will appear on your Card Account statement.
- 7.3 If you do not pay any amount under these Conditions of Use on the due date for payment, we may charge you an amount that represents a reasonable estimate of our costs arising from your failure to make the payment on the due date.
- 7.4 We may introduce new Fees, or change existing Fees, at any time. If we do so, we will give you notice before the introduction or change takes effect.

## 8. Statements of account

- 8.1 We will send you a statement of account on your Card Account for each Billing Period.
- 8.2 The statement will show:
- (a) transactions processed using a Card during the Billing Period;
  - (b) Fees, interest or other charges incurred during the Billing Period; and
  - (c) any unpaid amount from previous Billing Periods as an "Opening Balance".
- 8.3 Where you incur Fees or other charges in a currency that is not Australian currency, we will convert the amount of those Fees or charges into Australian currency on the day we prepare your statement, using an exchange rate we obtain acting in a commercially reasonable manner.
- 8.4 When you use your Card, you should request a receipt of the transaction. If you have received an email receipt for the transaction, you need not also request a physical receipt. You must keep copies of your receipts so that you can check your Card Account statements.
- 8.5 You must pay the amount shown on your Card Account statement within 28 days of the statement date.
- 8.6 If you do not pay an amount on a statement within 28 days of the statement date, we will charge you an Overdue Payment Fee. The Overdue Payment Fee will be included in the next statement of account we send you.

## 9. Disputed Transactions

- 9.1 It is your responsibility to check your Card Account statement carefully as soon as you receive it and immediately notify us of any errors or unauthorised transactions. We are not required to accept a claim if it is made more than sixty days after the date of the statement.
- 9.2 You must provide all information that we reasonably request to allow us to consider your claim. This may include statutory declarations and copies of any dockets or receipts.
- 9.3 We will investigate your claim and advise you in writing of the outcome of our investigation. If we decide that your Card Account has been incorrectly charged we will adjust your Card Account (including any Fees).

## 10. Payments

- 10.1 Payments will not be treated as being received until their value is credited to your Card Account. All payments and part payments received will be firstly applied against any overdue amounts and then to any current balances.
- 10.2 You must make all payments in full without deduction for set-off or counterclaim (including any claim relating to a disputed transaction).
- 10.3 All payments must be made in Australian currency.

## 11. Your liability for the transactions on the Card Account

- 11.1 Except in the circumstances set out in clause 11.2 you are liable for all transactions on the Card Account (regardless of whether the transaction is made by you or an Additional Cardholder) including where:
- (a) a Card is used in a way that is not permitted under these Conditions of Use;
  - (b) you have withdrawn an Additional Cardholder's authorisation but their Card has not been destroyed or returned to us;
  - (c) a Card is used by a person other than you or an Additional Cardholder;
  - (d) a Card has been cancelled;
  - (e) you or the Additional Cardholder do not sign a Card and the transaction arises through the fraudulent or unauthorised use of the Card;
  - (f) you, or an Additional Cardholder, fail to ensure that transaction details are correct, or incorrectly complete any detail of an Account Coded Docket; or
  - (g) you or the Additional Cardholder do not sign an Account Coded Docket or receipt.
- 11.2 Your liability for a transaction on the Card Account will be limited where:
- (a) you notify us that a Card (other than an Account Coded Docket) is lost or stolen. In that case, you will not be liable for any transaction on that Card dated after 10am on the Business Day after the date you notify us; or
  - (b) you notify us that an Account Coded Docket is lost or stolen (and in our opinion this is not as a result of your negligence). In that case, your liability for any transaction that occurs using an Account Coded Docket after 10am on the Business Day after the date you notify us is limited to \$5,000 for the first book of Account Coded Dockets plus \$500 for each additional book or part thereof.
- 11.3 You must provide us with any evidence we deem necessary to support any claim for limited liability under clause 11.2 above.

## 12 Default

- 12.1 You are in default if:
- (a) a payment is not made on time;
  - (b) the balance of your Card Account exceeds any limit imposed by us; or
  - (c) you or an Additional Cardholder do not comply with any other terms of these Conditions of Use.
- 12.2 If you are in default we may send you a default notice specifying the default, how it may be corrected, and how long you have to correct it.
- 12.3 If you do not remedy the default within the time specified in the default notice:
- (a) all amounts that have been debited to your Card Account and all other amounts which are due for payment or will become due for payment (including amounts which have been accrued or charged but not yet debited to your Card Account) will become immediately due and payable; and
  - (b) we may close your Card Account, cancel all Cards and exercise our rights under these Conditions of Use and at law.
- 12.4 You are also in default if we believe on reasonable grounds that we were induced by fraud to enter into these Conditions of Use. In this case we do not need to give you a default notice. All amounts you owe us (including amounts which have been accrued or charged but not yet debited to your Card Account) will become immediately due and payable on demand.
- 12.5 You must pay us all reasonable enforcement expenses we or our agents incur in exercising our rights because of your default, and we may debit those expenses to your Card Account.

## 13. Closure of your Card Account and cancellation of a Card

- 13.1 You may close your Card Account by giving us 10 Business Days' notice in writing.
- 13.2 We may decide at any time without prior notice:
- (a) to cancel a Card; or
  - (b) to close your Card Account.
- We will advise you as soon as practicable if we do so.
- 13.3 If we cancel your Card:
- (a) you must cease using that Card immediately, or take reasonable steps to ensure that the Additional Cardholder who holds that Card immediately ceases using it;

- (b) you must return to us that Card (cut in half) or satisfy us that the Card has been destroyed;
  - (c) you will remain liable for all transactions, Fees and charges and interest incurred on a Card before the date on which we cancel that Card; and
  - (d) you will remain liable for all transactions, Fees and charges and interest incurred on a Card after the date we cancel that Card if that Card is not destroyed or returned to us.
- 13.4 If your Card Account is closed:
- (a) all amounts owing by you under these Conditions of Use become immediately due and payable (including amounts that have been accrued or charged but not yet debited to your Card Account);
  - (b) you must cease using all Cards immediately, and must take reasonable steps to ensure that any Additional Cardholders immediately cease using all Cards;
  - (c) you must return to us all Cards (cut in half) or satisfy us that all Cards have been destroyed;
  - (d) you will remain liable for all transactions, Fees and charges and interest incurred on a Card before the date of your Card Account's closure; and
  - (e) you will remain liable for all transactions, Fees and charges and interest incurred on a Card after the date of your Card Account's closure if that Card is not destroyed or returned to us.
- 13.5 We may suspend and/or withhold either or both of:
- (a) your Card Account; or
  - (b) your, or an Additional Cardholder's, right to use a Card,
- for any reason without prior notice. We will advise you as soon as practicable if we do so. Until the suspension is lifted, you and some or all of your Additional Cardholders (as appropriate) may not use the suspended Card Account or Card. The suspension of your Card Account or Card does not otherwise affect or limit your obligations under these Conditions of Use.

#### 14. You indemnify us

- 14.1 You agree to indemnify us, each of our related bodies corporate and the directors, officers and agents of us and them ("indemnified parties") against any losses, liability, damages, costs or expenses:
- (a) incurred by any indemnified party arising out of, or in connection with, a breach by you of the Conditions of Use; or
  - (b) arising from any unauthorised transaction or fraud, except to the extent arising from our fraud or dishonesty.
- 14.2 In this clause, "you" includes a person who we reasonably believe to be you, or an Additional Cardholder.
- 14.3 This indemnity is a continuing obligation independent of your other obligations under these Conditions of Use. It continues after these Conditions of Use end. It is not necessary for us to incur expense or make payment before enforcing the indemnity.

#### 15. Our liability to you

- 15.1 We are not liable to you or any Additional Cardholder for any liability, damages or loss arising from, or any costs or expenses relating to any of the following (except to the extent resulting from or caused by our fraud or dishonesty or our intentional or reckless breach of these Conditions of Use):
- (a) the suspension or cancellation of a Card;
  - (b) the closure of your Card Account;
  - (c) any refusal by us to accept a transaction using a Card;
  - (d) any refusal by a Driver to accept a Card;
  - (e) any services acquired in connection with the use of a Card;
  - (f) any act or omission of us, our officers, agents or employees;
  - (g) any unauthorised transaction or any fraud or dishonesty of anyone other than us;
  - (h) any error or omission in a statement of account that you do not bring to our attention promptly following receipt of the statement of account;
  - (i) any exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy under these Conditions of Use;
  - (j) any loss sustained by you as a result of us taking action under these Conditions of Use or your failure to meet your obligations;
  - (k) any failure by you or an Additional Cardholder to comply with these Conditions of Use;

- (l) any loss of an indirect, special or consequential kind; or
  - (m) any other event or circumstance that we cannot reasonably control.
- 15.2 The limitations in this clause apply even if the loss, damage, liability, costs or expenses were reasonably foreseeable or we were advised of the possibility of the loss, damage, liability, costs or expenses.
- 15.3 We do not exclude or limit the application of any legislation where to do so would contravene the legislation or cause any part of these Conditions of Use to be void. Liability for a breach of any provision implied by law that cannot be excluded is limited to replacement of goods (in the case of goods) or resupply of services (in the case of services).

#### 16. Bond

- 16.1 We may ask you to pay an amount as a bond for your Card Account. We may apply the bond towards any amount that you owe us under these Conditions of Use.
- 16.2 We may change the amount we require from you as a bond from time to time.
- 16.3 If you do not provide a bond (or any additional amount of bond we call for) within fourteen days of us asking for it, we may close your Card Account or cancel your Card in accordance with clause 13 (Closure of your Card Account and cancellation of a Card).
- 16.4 We will keep your bond while your Card Account remains open (unless we decide to return part or all of it earlier). We will not pay you any interest on the bond, and we do not hold the bond on trust for you.
- 16.5 Once your Card Account is closed, we will return the bond to you once we are satisfied that:
- (a) you have requested the return of the same amount as the bond you paid to us;
  - (b) you do not owe us any amount under these Conditions of Use; and
  - (c) you have either destroyed all of your Cards or returned them to us.

#### 17. Guarantee

- 17.1 We may ask you to arrange for a third party to guarantee your obligations under these Conditions of Use.
- 17.2 If you do not provide us with the guarantee we ask for, we may close your Card Account or cancel your Card in accordance with clause 13 (Closure of your Card Account and cancellation of a Card).

#### 18. Changes to these Conditions of Use

- 18.1 We may change these Conditions of Use at any time without your consent.
- 18.2 If the change alters your responsibility or increases your liability we will give you 20 days' prior notice of the change.

#### 19. Changes in your information

You must immediately notify us in writing of a change in your name or address. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

#### 20. Service of notices

When we send you a notice or statement, we may do so by any of the following:

- (a) by mail addressed to you at your last known address;
- (b) by email to the address notified by you to us; or
- (c) by posting the information for retrieval on our website after notifying you by email that it is available.

#### 21. Assignment of rights

- 21.1 You cannot assign your rights or obligations under these Conditions of Use.
- 21.2 We may assign, transfer or otherwise deal with our rights and obligations under these Conditions of Use. This will not affect your rights or obligations under these Conditions of Use.
- 21.3 You consent to us disclosing any information or documents relating to you we consider necessary to assign our rights and obligations, manage the assigned Conditions of Use, and assess your total liabilities to us.

#### 22. Assignment of debt

- 22.1 When you or an Additional Cardholder use your Cards, the amount of your fare, along with any additional charges, is assigned to us. You must pay the amounts payable in connection with the fare and those charges to us, and we

22.2 may recover them as a debt owing to us from you. We expressly notify you that the fare and charges will be assigned for the purposes of section 80 of the Personal Property Securities Act 2009 (Cwlth) and any corresponding State or Territory legislation.

**23. Exercise of our rights**

If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later.

**24. Effect of legislation**

Any present or future legislation which varies our obligations in these Conditions of Use so as to adversely affect our rights, powers or remedies is excluded, except to the extent that its exclusion is prohibited by law.

**25. Void or unenforceable terms**

25.1 If a court or any other tribunal or authority finds any of these Conditions of Use to be void or unenforceable, the remaining Conditions of Use continue to apply.  
 25.2 This clause has no effect if it would alter the basic nature of these Conditions of Use or is contrary to public policy.

**26. Applicable law**

These Conditions of Use are governed by the laws in force in New South Wales. You and we submit to the exclusive jurisdiction of the courts of New South Wales.

**27. Definitions**

**Account Coded Dockets** means pre-encoded dockets issued by us with your name and account number encoded thereon.

**Additional Cardholder** means a person, of 18 years of age or more, nominated by you and authorised by us to operate your Card Account alone.

**Billing Period** means that period specified in a statement of account. Business Day means a weekday including local public holidays but excluding holidays observed on a national basis.

**Card** means the following products issued by us:

- (i) charge cards;
- (ii) eTickets;
- (iii) Account Coded Dockets; and
- (iv) any other permission, token, code or item that enables you to incur a charge on your Card Account.

**Card Account** means the account we set up in your name to record transactions using any Card.

**Conditions of Use** means this document (and includes the Important Security Information and Privacy Statement at the end of this document).

**Driver** means any taxi or hire car driver, or any other person, who is authorised to accept a Card as a means of releasing you from your obligation to pay for services supplied by that Driver.

**eTicket** means a pre-encoded ticket issued by us and includes contactless FASTeTICKETS.

**Fees** means any fees or charges that are payable by you under these Conditions of Use.

**Overdue Payment Fee** means 1.5% of the amount shown on the remittance as "Overdue".

**We** and **us** means Cabcharge Australia Limited (ABN 99 001 958 390) and includes its successors and assigns.

**You** or **you** means the holder of the Card Account.

**FEE SCHEDULE**

Fee Type	When fee is payable	Amount of fee
<b>Service Fee</b>	On each transaction	A maximum of 10% of the value of the transaction (including GST)
<b>Account Keeping Fee</b>	On each tax invoice statement (but we will waive it for each Billing Period where the "Taxi Fare" displayed on such tax invoice statement is more than \$60	\$6
<b>Overdue Payment Fee</b>	When an amount shown on a remittance as "Overdue"	1.5% of that amount
<b>Replacement Card Fee</b>	On the issue of a replacement Card	\$20
<b>Liability for lost or stolen Cards</b>	When you lose a Card, or when a Card is stolen	As described in clause 11
<b>Freight, delivery and handling charges for delivery of the Card to a nominated address</b>	When you request a new Card	Reasonable fee
<b>Production of documents (e.g. replacement statements, electronic data)</b>	When we provide documents at your request	Reasonable fee

**IMPORTANT SECURITY INFORMATION**

Below are a series of important security tips you should follow when using your Card.

**You are solely liable for any Cards we have issued on your Card Account, and for their use. This is so even if a charge is incurred by an Additional Cardholder, and, in certain circumstances, where a charge is incurred after a Card was lost or stolen.**

If we print a name on a Card, it must be used by that person (the cardholder). You may not transfer the Card to a person other than the cardholder.

We may require a sample of the cardholder's signature before we provide a Card to that person.

The cardholder must immediately sign the Card in the marked space when they receive it, before they use it. **If the cardholder does not sign the Card, you will be liable for all charges incurred by fraudulent or unauthorized use of the Card.**

**You must destroy invalid cards.** If your Card (the **invalid card**) permanently ceases to be valid (for instance, if the expiry month has passed or it is materially damaged), or if you receive a Card which replaces the invalid card, you must destroy the invalid card.

**Using a Card in a taxi:** When you complete your journey, the taxi operator will process your Card through their EFTPOS terminal (or another device approved by us) or complete the Account Coded Docket.

You must ensure that the details entered are correct. If you are satisfied that they are, you must sign the docket or if applicable, the receipt. **Never sign a receipt or docket before ensuring that the fare details are correct.** You must retain your receipt for your records.

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

Despite the safety features we include with them, Account Coded Dockets, eTickets and Cards may be misused. You must keep your Account Coded Dockets, eTickets and Cards safe. In particular, you must:

- retain control of all your issued and unused Account Coded Dockets and eTickets at all times; and
- never carry a full book of Account Coded Dockets, or an excessive number of Account Coded Dockets or eTickets, in public.

## PRIVACY DISCLOSURE STATEMENT

This Privacy Disclosure Statement describes how Cabcharge Australia Limited and its related bodies corporate ("we") manage personal information about any of the individuals we deal with.

You can contact us by contacting our Privacy Officer on (02) 9332 9255 or [privacy@cabcharge.com.au](mailto:privacy@cabcharge.com.au).

We are subject to the Australian Privacy Principles under the Privacy Act 1988 (Cth), and collect, use and disclose personal information in accordance with the Privacy Act.

**This document also contains important consents that you give to us.**

### Why we collect your personal information

We collect, hold, use and disclose personal information about you for the following purposes:

- a) to provide, and administer, services to you;
- b) to develop new products and services;
- c) to attend to your enquiries;
- d) to seek feedback,
- e) to promote products and services that are offered by us, our related bodies corporate and affiliates; and
- f) to fulfil our regulatory or legal obligations. Various Australian laws may expressly require us to collect your personal information, or we may need to do so in order to be able to comply with other obligations under those laws. Such laws include the Personal Property Securities Act 2009 (Cth) and State and Territory property and security interests laws (for example, to register and search for security interests) or the Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1936 (Cth) and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation);

### How we collect your information

We normally collect personal information about an individual from that individual, and normally through account application forms. However, we may collect personal information about an individual from third parties, or contact third parties to verify information that the individual provides.

### What if we cannot collect your personal information

If we cannot collect some or all of the personal information that we request or require, we may not be able to provide services to you.

### Who do we disclose your personal information to

We may disclose personal information that we collect or hold to:

- if you are a cardholder, the account holder;
- our advisors;
- government regulatory agencies, bodies and authorities as required by law;

- third parties authorised to act on your behalf or that are otherwise connected with you (such as your accountant, legal representative or referee);
- our joint venture partners, our related bodies corporate and our subsidiaries from time to time; and
- other persons and entities as permitted under the Privacy Act.

We are not likely to disclose this information to overseas recipients.

### Further details

Our Privacy Policy, available at [www.cabcharge.com.au/pdf/Privacy\\_Policy.pdf](http://www.cabcharge.com.au/pdf/Privacy_Policy.pdf), contains information about:

- a) how you may access the personal information that we hold about you or seek corrections to that information;
- b) how you may complain about a breach of the Australian Privacy Principles that bind us and how we deal with such complaints.

### Consents

We may use your personal information to identify and send you information about products and services (including third party products and services) that we think may be of interest to you.

You consent to us sending you marketing communications (including by phone, electronic message or any other delivery method) for this purpose.

You may ask us at any time to stop sending you marketing communications by contacting our Privacy Officer (whose details are listed above) and we will comply with your request within a reasonable period.

You authorise us to:

- a) make all reasonable enquiries to verify the information given in the application to us for a Card Account;
- b) 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 we may require to satisfy us of your ability to discharge your obligations<sup>1</sup> under the terms of the Card Account; and
- c) disclose the following information to a credit reporting agency:
  - i) information relating to your application for a Card Account;
  - ii) information relating to overdue payments that are the subject of action taken for recovery; and
  - iii) information about payments by you (including by direct debit or cheque) that have been dishonoured on more than one occasion.



**Cabcharge Australia Limited**

ABN 99 001 958 390

152-162 Riley Street, East Sydney NSW 2010

P.O. Box 700, Paddington NSW 2021

Telephone: 1800 652 229 or 02 9332 9222

Fax: 02 9332 9270

Email: [info@cabcharge.com.au](mailto:info@cabcharge.com.au)

[www.cabcharge.com.au](http://www.cabcharge.com.au)