

1. DEFINITIONS

In this agreement:

- "**Authorised Supplies**" means goods or services of any nature, except for goods and services specified by Cardlink from time to time.
- "**Business Day**" means a day other than a Saturday or Sunday on which trading banks are open for normal business.
- "**Card**" means any charge/credit card issued by Cardlink from time to time.
- "**Card User**" means a person who is authorised by Cardlink to hold and use a card.
- "**Electronic System**" means any system for the electronic transfer of funds, or for the electronic recording of debits to the accounts of Card Users, which Cardlink has approved for use in conjunction with Cards, so long as that approval has not been withdrawn by Cardlink.
- "**Merchant Service Fee**" has the meaning given to the term in Clause 11.
- "**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 Cardlink Systems Limited 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.
- "**Sales Voucher Form**" means a voucher from time to time provided by Cardlink for use with Cards.
- "**Supplies**" means goods or services sold or provided by the Merchant.
- "**Valid Card**" means a Card, which, on the date Supplies are provided to the Card User has not expired, and either:

- (a) the card serial number of which does not appear on a list of Cards which Cardlink has determined to be invalid, as provided by Cardlink from time to time; or
- (b) which has been verified by the Merchant by means of the electronic verification system installed at the Merchant's business premises, and operated by the Merchant with instruction given by Cardlink to the Merchant from time to time.

2. VALID CHARGES

A charge is a Valid Charge, in respect of which Cardlink will make payment, only if:

- (a) It is made by use of a Valid Card; and
- (b) It relates to Authorised Supplies in respect of the Card used, and either:
 - A Sales Voucher Form for the charge has been properly completed and bears a legible imprint of the details embossed on the Card or 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 (in such manner as may be specified by Cardlink from time to time) that Cardlink has accepted responsibility for payment for those Authorised Supplies, and
 - (i) the Supplies are provided in respect of a vehicle bearing the details embossed on the card; or
 - (ii) the Sales Voucher Form or Electronic System Voucher has been signed by the Card User with a signature that reasonably matches the specimen signature and name of the Card User shown on the Card; or
 - (iii) the Card User signs with a signature that reasonably matches the specimen signature and name of the Card User shown on the Card, a workshop job sheet or invoice relating to the Supplies which bears a legible imprint of the details embossed on the Card, and the Merchant retains that job sheet or invoice for inspection by Cardlink for a period of 12 months after the date of the transaction.

3. OBLIGATIONS OF THE MERCHANT

3.1 The Merchant shall:

- (a) Honour all Valid Cards and permit a Card User holding a Valid Card to charge the purchase of Authorised Supplies.
- (b) Establish and operate a fair policy for the exchange or return of goods.
- (c) Not demand payment from a Card User in respect of purchases charged to a Valid Card.
- (d) Not charge for Supplies sold by use of a Card at a greater price than that charged by the merchant to the general public.
- (e) Accept payment by Cardlink in accordance with this agreement in full satisfaction or the amount payable in respect of Supplies purchased.
- (f) Offer to the Card User a transaction record being either a Sales Voucher Form or a form produced by an Electronic System.
- (g) Deliver to Cardlink at the address specified above, or such other address as Cardlink may notify to the Merchant, all Sales Voucher Forms upon which charges are recorded not later than 30 days after the relevant charge is made.
- (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 Supplies provided by the Merchant, and indemnify Cardlink against all such complaints, actions or demands.
- (j) Display insignia and maintain material relating to the Card for supply to 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.
- (l) Not issue a tax invoice to a Card User in respect of any Supplies charged to a Valid Card.

4. PAYMENT TO MERCHANTS

- 4.1 Subject to the terms of this agreement, Cardlink shall, on receipt of any request for reimbursement of a Valid Charge, pay the Merchant the full amount of that Valid Charge less the Merchant Service Fee on such charge at a rate determined in accordance with Clause 11. Any payment made by Cardlink in accordance with Clause 11 shall be made by Cardlink and accepted by the Merchant in full satisfaction of all liability (if any) of Cardlink 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 Cardlink may make payment without notice to the Merchant by direct credit to the bank account specified by the Merchant.

5. AUTHORISATION PROCEDURES

- 5.1 Cardlink may notify the Merchant of charge limits. Charge limits may be specified by the identity of a Card User, or a type of Supplies, or otherwise.
- 5.2 If the amount charged in any 24 hour period exceeds a charge limit specified by Cardlink, or the Card User elects to use Cardlink's payment by instalments plan, the Merchant must obtain prior authorisation from Cardlink. The Merchant may do so by telephoning Cardlink. If authorisation is granted, the authorisation number given by Cardlink to the Merchant must be written in the space provided on the Sales Voucher Form.

6. CARD NOT PRESENT TRANSACTIONS

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

7. CARDLINK MAY DECLINE PAYMENT

- 7.1 Cardlink may decline to make payment in respect of any charge, which is not a Valid Charge, and in respect of any Valid Charge of which in respect the Merchant has not complied strictly with the terms of this agreement.
- 7.2 If Cardlink notifies the Merchant that any charge falls within Clause 7.1 after Cardlink has made payment to the Merchant in respect of that charge, Cardlink may require the Merchant to reimburse to Cardlink the amount paid, or may deduct that payment from further payments to be made to the Merchant.

8. TERMS AND VARIATIONS

- 8.1 This agreement shall terminate upon the expiration of 30 days' notice of termination given by either party to the other.
- 8.2 If this agreement is terminated, both parties shall remain liable for obligations arising up to the date of termination.
- 8.3 Cardlink 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 8.1 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.

9. ASSIGNMENT

- 9.1 Cardlink 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.
- 9.2 The Merchant may not assign or transfer any of its rights or obligations under this agreement without the consent in writing of Cardlink. Any change in the effective management or control of the Merchant shall be deemed to be an assignment.
- 9.3 If the Merchant assigns its rights under this agreement, and Cardlink 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 Cardlink.

10. PROCESSING

- 10.1 Cardlink will process requests for reimbursement of Valid Charges that have been received by it in the Processing Period expiring at 9.00am on each Processing Date. Cardlink's 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.
- 10.2 Each Valid Charge processed on a Processing Date shall, subject to other terms of this agreement be reimbursed by Cardlink within 7 days of the Processing Date.

11. MERCHANT SERVICE FEE

- 11.1 In reimbursing any Valid Charges, Cardlink shall be entitled to deduct the Merchant Service Fee calculated on the amount of the charge at the rate applicable for the respective product (fuel or non-fuel) and / or transaction capture method (electronic or non-electronic).
- 11.2 From time to time, by notice to the Merchant, in the manner specified in Clause 8.3, the rates of the Merchant Service Fee may be altered, and references in this agreement to such Merchant Service Fees thereafter shall refer to the altered rates.

12. GENERAL

- 12.1 This agreement forms the entire agreement between the Merchant and Cardlink and supersedes all previous agreements.
- 12.2 Cardlink 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 Cardlink.
- 12.3 All notices or communications to the Merchant may be given by facsimile or post, to the facsimile number (if any) and address specified by the Merchant. Notices given by facsimile shall be deemed received at the time of despatch, and notices given by post shall be deemed received two days after posting.
- 12.4 All stationery imprints or other equipment supplied by Cardlink to the Merchant shall remain the property of Cardlink and shall be returned upon termination of this agreement.