

New South Wales chapter | national electrical and communications association ABN 27 056 174 413 Level 3 28 Burwood Road Burwood New South Wales 2134 PO BOX 1106 Burwood North New South Wales 2134 telephone +61 2 9744 1099 facsimile +61 2 9744 1830 email necansw@neca.asn.au website http://www.neca.asn.au

NECAFuel With Caltex Starcard



The NECAFuel Scheme is a valuable way to consolidate and control your company's fuel expenditure

SAVE WITH A DISCOUNT OFF THE PUMP PRICE

- ✓ 2 cents off UNLEADED
- ✓ 2 cents off LEADED/LEAD REPLACEMENT
- 2 cents off DIESEL
- 1 cent off GAS
- ✓ No discounts on premium fuel at this stage

ONE MONTHY ACCOUNT

- ✓ Stress free record keeping
- Easy direct debit payment per month
- Tax-invoices e-mailled to you monthly at no charge
- Paper based invoices will be at an additional cost to the customer at \$2.75 per card per month.

ADDITIONAL BENEFITS

- ✓ Low Monthly card fee of \$3.95 per active card (from January 2011 Statement)
- ✓ No other transaction fees (from January 2011 statement)
- Australia wide acceptance
- You control your employee spending on fuel and selected items
- PIN security available and recommended
- Odometer prompt available if required for monitoring activities and vehicle efficiencies
- After hours number for reporting stolen cards

If you would like to join the NECAFuel scheme, please read the terms and conditions, complete the direct debit authorisation form, card order form and return to NECA NSW.



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TERMS AND CONDITIONS FOR USE OF NECA FUEL SCHEME (EFFECTIVE DATE 1 JANUARY 2011)

1. Interpretation

Unless the context otherwise requires the following terms have the following meanings:

"Cardholder" means all persons issued with a fuel card by the nominated account holder.

"The Card" means all card or cards issued to the card user under this application form.

"Fuel Supplier" means Caltex Australia.

"Member" means the account holder, in whose name the application is made,

"Agent" means the company with who NECA NSW has made a formal agreement for the administration of the NECA NSW Fuel Scheme.

"Terms and Conditions" means the terms and conditions outlined below.

"Suspension of Cards" means placing the card on hold to restrict it's use. NECA NSW or its agent can reinstate the card after reviewing the account.

"Cancellation of Cards" means a card is permanently cancelled and cannot be reactivated by NECA NSW or its agent. If after reviewing the account NECA NSW or its agent reinstates the account facility the card will be reissued through the Fuel Supplier.

"Docket or Dockets" means the receipt issued by the service station operator for purchase of motor fuels or other products.

2. Eligibility to Join Scheme

To be eligible to participate in the Caltex Fuel Scheme you must be financial member of NECA NSW.

3. Caltex Card Facility

NECA NSW will make available to the Member, Caltex Fuel Cards under the product codes available. Applications for cards must be in writing on the appropriate form and signed by a authorised signatory. The Member agrees that it will use the Card only in accordance with these terms and conditions and will guarantee that these terms and conditions will be observed by all Cardholder's.

4. Additional Cards

Application for additional cards, amendments to cards and replacement cards must be submitted in writing on an approved form or alternately on company letterhead.

5. Property and Loss

All cards remain the property of the issuing Fuel Supplier, and if a card or cards are lost or stolen the card user is responsible for any unauthorised use of the card until such time the Member notifies either NECA NSW or the Fuel Supplier.

6. Payment of Account

The Member hereby agrees to make payment of their account via the Direct Debit system with the nominated account being direct debited on the due date. The due date may vary from time to time. If an account remains outstanding at any time after the notified due date of payment or the Direct Debit is rejected, NECA NSW or its agent reserves the right to suspend/cancel the card(s) without notice.

7. Suspension after Payment Default

Where payment is not made by the due date provided in clause 6, cards will be automatically suspended and a fee of \$25 will be charged to the Members account. Reinstatement of the cards will be subject to prompt settlement of the account and a review process.

8. Change of Bank Details

The Member hereby agrees to notify NECA NSW when the details of bank accounts being direct debited are varied. Any variations to account details will require the completion of a new direct debit authority. This must be lodged 5 working days prior to the nominated due date to ensure that the details can be amended prior to the Direct Debit on the due date.

9. Change of Address

The card user will notify NECA NSW of any change of address, in writing, immediately.

10. Change of Ownership/Name

The Member hereby agrees to notify NECA NSW when the business is sold, there is a change of ownership or name. For continuity of the service, the new/current Proprietors, Partners or Directors are required to complete new application forms.

11. Account Query/Disputes

Queries/disputes with respect to discrepancies in accounts must be accompanied by supporting original dockets and a request in writing to investigate the matter. The Member guarantees to pay all outstanding accounts while a query is lodged with the fuel supplier.

11. Trading Terms

Accounts will be generally payable on or before the tenth day of each month but may vary from time to time if data from the fuel supplier is delayed. If an account remains outstanding after the nominated due date NECA NSW may suspend/cancel all cards without notice to the Member.

12. Statement of Accounts

The Member is provided with a tax invoice on a monthly basis via e-mail or mail. Members who nominate to have the tax invoice posted will incur an administration charge for postage and handling of \$2.75 per card per month, effective from the 1 January 2011. No charges are incurred for tax invoices that are e-mailed directly to the Member.

13. Review Process

On the suspension/cancellation of Members cards, NECA NSW will review the member's account. NECA NSW at all times reserves the right to cancel a member's eligibility to participate in the fuel scheme if the member is in breach of the terms and conditions.

14. Non-financial Membership

NECA reserves the right to cancel a member's eligibility to participate in the fuel scheme if a member becomes a non-financial member of NECA NSW.

15. Variation

NECA reserves the right to vary these terms and conditions at any time with not less than seven (7) days prior notice to the member.



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DIRECT DEBIT REQUEST SERVICE AGREEMENT

Debit User's name and address: NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION NEW SOUTH WALES CHAPTER (NECA NSW)

User ID: 077212

You have entered or about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System.

This agreement sets out the terms on which we accept and act under a Direct Debit request "your Direct Debit request" you give us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payments to us.

Please ensure that you keep a copy of this agreement as it sets out certain rights you have against us and certain obligations you have to us due to giving us your Direct Debit Request.

When we are bound by the agreement.

1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

What we agree and what we can do.

- 2. We only draw money out of your account in accordance with the terms of your Direct Debit Request.
- 3. We give you a fuel statement of the amounts we draw under your Direct Debit Request each month. This is due and payable on the 10th of each month.
- 4. On giving you at least 14 days written notice, we may:
 - Change our procedures in this agreement;
 - Change the terms of your Direct Debit Request
 - Cancel you Direct Debit Request.
- 5. You may ask us to:
 - Alter the terms of your Direct Debit Request;
 - Defer a payment to be made under your Direct Debit Request;
 - Stop a drawing under you Direct Debit Request;
 - Cancel your Direct Debit Request by:

Providing a request in writing within three working days of the due date for payment. This request must be on company letterhead, include a direct contact telephone number, be signed by an authorised representative of the company and must state the reasons for your request. By altering the Direct Debit Request your account will be suspended until the account is settled in full.

6. You may dispute any amount we draw under your Direct Debit Request by:

By providing a request in writing for the disputed amount. This request must be on company letterhead, include a direct contact telephone number, be signed by an authorised representative of the company and must provide particulars as to why you are disputing the amount drawn. This request should be lodged within 30 days of the Direct Debit of your account.

7. We deal with any dispute under clause 6 of this agreement as follows:

By verifying the amount owed on the statement against the file that was electronically created by the Fueltrac software. If the discrepancy is not immediately identified a trace through our bank will be requested. You will be notified in writing within five working days of your receipt of your dispute of the initial outcome and expected length of time of any traces through the bank of your payment. Further follow up will continue until matter resolved.

- 8. If the day on which you must make payment to us is not a business day, we draw on your account under your Direct Debit Request on the first working day after the non business day.
- 9. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, on notification of the rejection your account will immediately be suspended with notice of suspension being faxed or mailed to advise we have taken this action. You will be charged a minimum fee of \$25.00 and we may impose any other fees associated with the rejection of your Direct Debit Request as charged by our bank.
- 10. We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:
 - You dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the financial institution at which your account is held or the financial institution which sponsors our use of the Direct Debit System or both of them.
 - You consent to that disclosure; or
 - We are required to disclose that information by law.

What you should consider

- 11. Not all accounts held with financial institution are available to be drawn on under the Direct Debit System
- 12. Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.
- 13. It is your responsibility to ensure there sufficient clear funds available in you account, by the due date on which we draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request.
- 14. It is your responsibility to advise NECA if the account nominated by you to receive the NECA Direct Debit drawings is transferred or closed.
- 15. It is your responsibility to arrange with us a suitable alternate payment method if the NECA Direct Debit drawing arrangement are cancelled either by yourself or the nominated financial institution in the interim before completing a new authority.
- 16. We request you to direct:
 - All requests to stop or cancel your Direct Debit Request to us initially; and
 - All enquiries relating to any dispute under clause 4 of this agreement to us initially.

CONTACT SCHEDULE FOR DIRECT DEBIT REQUESTS ONLY					
Name:	Pamela Scott	Position:	Administration Manager		
Telephone	02 9744 1099	Facsimile	02 9744 1830		
E-mail:	necansw@neca.asn.au				

DIRECT DEBIT REQUEST

By signing this document, I/We authorise the National Electrical Contractors Association, ABN 27 056 174 413, Debit User Number 077212, the Debit User, to debit my/our account detailed in the Schedule below, with any amount, through the Direct Debit System, I/We must pay you when due under the arrangement between us.

This authority is to remain in force until further notice

The Schedule		
Financial Institution Name		
Address		
Account Title		
BSB Number		
Account Number		
Payment Details	As Per Monthly Statement	
Customer Signature(s)		

I have read the agreement and understand that by signing the Agreement Schedule my/our agreement to this document is also my/our authority for payments made under the Direct Debit Request in this document. (You should keep a copy of this signed document for your files.)

AGREEMENT SCHEDULE				
Date of Agreement:				
Membership Number:				
Membership Name and ABN:				
Address:				
		P/Code		
SIGNED for and on behalf of:				
By:				
WITNESS				
WITNESS Print Name				