

CLC DELIVERIES PTY LTD (“CLC”)

(A.C.N. 002 243 085)

E-GO “PLATINUM ACCOUNT” PROGRAM : TERMS & CONDITIONS

1. Legal Effect and Capacity:

- (1) These Terms & Conditions together with the “E-go Standard Terms & Conditions of Contract for Transport Services” (collectively hereinafter referred to as “these Conditions”) will apply to and govern the agreement (“this Agreement”) between CLC and each customer (referred to herein by neuter gender) who chooses to open a Platinum Account (“PA”) by accepting the offer made by CLC via its *e-go* Website (“Website”) to become a PA Customer and participate in the *E-Go Platinum Account* Program (“Program”).
- (2) Where provisions of these Terms & Conditions are repugnant to or inconsistent with provisions in the “E-go Standard Terms & Conditions of Contract for Transport Services” then to the extent of such repugnancy or inconsistency the provisions of these Terms & Conditions shall prevail.
- (3) These Conditions should be read carefully by the prospective PA Customer or its representative who should obtain all appropriate advice before proceeding to accept the option now offered.
- (4) If the prospective PA Customer is a natural person, it must be of not less than 18 years of age and otherwise of full contractual capacity.
- (5) Reference in this Agreement to “*e-go*” shall, unless inconsistent with or repugnant to the context in which it appears, mean the so-named computerised on-line booking system owned and operated by CLC.

2. Variation of Terms:

- (1) CLC may vary the contents or format of these Conditions from time to time and at any time in its sole discretion by posting an amended version of them on the Website whereupon the variations shall be and be deemed to be incorporated in the expression “this Agreement”.
- (2) If any variation referred to in (1) hereof is unacceptable to the PA Customer the only recourse available to it is to cancel this Agreement in accordance with these Conditions. Continued participation of the PA Customer in the Program following posting of variations on the Website shall be deemed to constitute enforceable acceptance by it of any and all variations.

3. Establishment & Maintenance of Platinum Account:

- (1) By accepting the aforementioned offer to participate in the Program and selecting a Top-Up Amount (“TUA”) from the optional TUA’s displayed on the Website, the PA Customer thereby authorises CLC to:
 - (a) establish a PA to record transactions and register amounts paid and received by, from or on behalf of the PA Customer pursuant to this Agreement;
 - (b) directly debit the PA Customer’s payment account with the TUA and credit it to the PA as a pre-payment of charges to be debited to the PA;
 - (c) thereafter, from time to time as the balance of the PA reaches or falls below the Minimum Amount directly debit the payment account with the TUA and credit it as a further pre-payment to the PA.
- (2) The PA Customer is obliged to ensure that the available credit limit on or available clear funds in the payment account is or are sufficient to meet payment of each TUA as and when it falls due.
- (3) In the event that the available credit limit or available clear funds is or are insufficient to meet a TUA, or if for some other reason beyond the control of CLC an attempt by CLC to directly debit the payment account to meet a TUA fails, CLC shall have the right, but not be obliged, to make further attempts to directly debit the payment account at such times as in its absolute discretion it chooses and the PA

Customer shall be liable for any fees in relation to such attempts charged by the financial institution with which the payment account is conducted.

- (4) Notwithstanding the right conferred on CLC pursuant to sub-clause (3) hereof, if for any reason CLC cannot effect payment of a TUA by direct debit of the payment account, CLC may give notice to this effect to the PA Customer and of intention to cancel the PA within a period of not less than three (3) working days if a direct debit cannot be made against the payment account to meet the outstanding TUA.
- (5) For the purposes of this Agreement:
 - (a) “payment account” shall have the same meaning as in the **E-go Standard Terms & Conditions of Contract for Transport Services**;
 - (b) “Minimum Amount” means the amount so described corresponding to the TUA as displayed on the Website; and
 - (c) the amount of each pre-payment shall be inclusive of GST which shall be accounted for in each tax invoice/statement subsequently issued to the PA Customer.

4. Invoices, Statements, Access to Data and Claims:

- (1) CLC will via the *e-go* Website provide monthly invoices/statements (“statements”) to the PA Customer containing details of transactions including particulars of moneys credited to and debited from the PA over the preceding period.
- (2) At intervening times, the PA Customer will have access to data relating to transactions on the PA via the Website.
- (3) It is the responsibility of the PA Customer to check that all items entered on statements and appearing on the Website in connection with the PA are correct.
- (4) If the PA Customer believes that any item is incorrect it is obliged to give notice to CLC to this effect within seven (7) clear working days from the date of the statement containing the item concerned.
- (5) Any claim for monetary compensation relating to such an item to be valid and eligible for consideration by CLC must contain all relevant details and be supported by all relevant documentation and other material in accordance with Clause 19(1) of the Standard Conditions and will (subject to necessary and appropriate adjustments being made) otherwise be subject to the provisions of sub-clauses 19(2) to (9) inclusive of the Standard Conditions.

5. Variations to TUA:

- (1) The PA Customer may from time to time vary the TUA to a new TUA by accessing the “My Platinum Account” link on the *e-go* Website page relative to its PA.
- (2) The variation shall take effect when transactions cause the balance of the PA to reach or fall below the Minimum Amount applicable to the new TUA at which time the new TUA will be debited against the payment account and credited to the PA.
- (3) The PA Customer shall not be entitled to a refund of moneys from the PA in consequence of a variation.

6. Benefits to PA Customers:

During the currency of this Agreement, CLC shall increase the amount of each TUA deposited to the PA, the amount representing the increase (hereinafter referred to as the “Bonus Amount”) being based on the TUA (incl. GST) and calculated as follows:-

TUA \$50.00 – Nil – total TUA deposited = \$50.00
TUA \$100.00 – 2.5% (\$2.50) – total TUA deposited = \$102.50
TUA \$250.00 – 5% (\$12.50) – total TUA deposited = \$262.50
TUA \$500.00 – 7.5% (\$37.50) – total TUA deposited = \$537.50

TUA \$1,000.00 – 10% (\$100.00) – total TUA deposited = \$1,100.00.

7. Cancellation of PA:

(1) By PA Customer:

- (a) The PA may be cancelled by the PA Customer giving notice to this effect via the “My Platinum Account” link referred to in 5(1) above.
- (b) Cancellation will be subject to payment of a Cancellation Fee of \$22.00 (incl. GST).
- (c) The Cancellation Fee plus that part of the credit balance of the PA representing the unused Bonus Amount (“UBA”) will be deducted from the credit balance and the remainder of the balance (“Net Refund”) , if any, will be refunded to the PA Customer by direct credit to the payment account or as otherwise instructed by the PA Customer.
- (d) The UBA and Net Refund shall be calculated in accordance with the following:

$$\text{UBA} = \left(\frac{\text{last Bonus Amount received}}{\text{last TUA deposited incl. Bonus Amount}} \right) \times \text{credit balance of PA}$$

$$\text{Net Refund} = \text{credit balance of PA} - (\text{UBA} + \$22.00)$$

- (e) Any short-fall between the credit balance of the PA and the total of the amounts to be deducted pursuant to (d) (comprising the Cancellation Fee and the UBA shall be recoverable by CLC by direct debit from the payment account.
 - (f) If the available credit limit on or available clear funds in the payment account is or are insufficient to fully pay the short-fall, the unpaid amount will be immediately due and payable by, and recoverable by CLC from, the PA Customer.
 - (g) Any moneys which cannot be refunded to a PA Customer due to lack of adequate particulars and/or instructions will be subject to the *Unclaimed Money Act, 1995 (NSW)*.
 - (h) The PA Customer acknowledges and agrees that the Cancellation Fee is not a penalty for breach of or non-compliance with the terms of this Agreement but a pre-estimate of the reasonable costs and expenses to CLC associated with processing a cancellation initiated by the PA Customer in accordance with this Agreement.
- (2) By CLC:**
- (a) CLC may cancel the PA pursuant to a notice given in accordance with sub-clause 3(4) in consequence of which the provisions of sub-clauses 7(1)(b) to (h) inclusive will apply.
 - (b) In the event that CLC decides to exercise its right to cancel access by a PA Customer to *e-go* in accordance with sub-clause 6(2) of the *E-go* Standard Terms & Conditions of Contract for Transport Services, CLC shall give notice to the Customer of intention to cancel the PA within a period of not less than three (3) working days after expiration of which:
 - (i) access by the PA Customer to *e-go* will be cancelled;
 - (ii) no Cancellation Fee will be charged; and
 - (iii) the credit balance of the PA (after deduction of the UBA) will be refunded without delay to the PA Customer.
 - (c) CLC reserves the right in its discretion, and without obligation to compensate the PA Customer, to terminate the Program and cancel every PA. In that event:
 - (i) no Cancellation Fee will be charged; and
 - (ii) the credit balance of the PA (after deduction of the UBA) will be refunded without delay to the PA Customer.