



# StarTrack Business Credit Account Terms and Conditions

ABN 44 001 227 890

## Important things you should know:

- A business credit account is an account under which we provide credit (Account) and must only be used for business or commercial purposes.
- You must not exceed your Credit Limit (as defined in clause 4.1).
- Payment terms are 14 days (or 21 days with direct debit).
- A Late Payment Fee applies if you default on the payment term (described in clause 6).
- You may be required to indemnify us if you do not use the Account in accordance with these Terms and Conditions (as described in clauses 5 and 11).

Last updated 30 October 2024

# Business Credit Account Terms and Conditions

## 1. Our contract with you

- 1.1. These Terms and Conditions (**Terms**) form a contract between Star Track Express Pty Limited (**StarTrack, we, us or our**) and a customer (**you or your**). These Terms apply when:
  - (a) you apply for an Account (**Application**); or
  - (b) you use an Account under which we provide credit to you.
- 1.2. You may use the Account for making payments for goods or services StarTrack provide you, any fees or charges in respect of those goods or services, or other amounts payable by you to StarTrack under separate terms and conditions (each, a **ST Service**).
- 1.3. If two or more of you use an Account, these Terms and Conditions apply and bind you jointly and severally.

## 2. Credit enquiries

- 2.1. To assess the Application, and for the duration of the Account, you authorise us to conduct searches and enquiries we consider reasonably appropriate relating to you and your assets to be satisfied of your credit worthiness and compliance with all relevant laws. We may approve or decline an Application.
- 2.2. You agree to co-operate and comply with our reasonable requests (and ensure your officers, employees, agents and attorneys do the same) and provide signed written authorities addressed to your banker or other credit providers, credit bureaus or mercantile agencies as we reasonably require.

## 3. Minimum Spend Threshold

- 3.1. We may require you to spend a minimum of A\$1,000 per month (or another amount we may specify with 14 days' notice), to purchase ST Services on credit (charged to the Account).

## 4. Credit limit

- 4.1. The credit limit is the maximum amount (GST inclusive) we agree to provide to you under the Account at any time, which we may update with 14 days' notice (**Credit Limit**).
- 4.2. We may at our discretion agree to your request to increase or decrease the Credit Limit.
- 4.3. You must ensure the Account balance does not exceed the Credit Limit at any time. If this happens, you must immediately reduce the balance to an amount less than the Credit Limit and you must immediately pay the amounts charged to the Account for ST Service supplied to you that exceed the Credit Limit, whether or not demand for payment has been made by us.
- 4.4. If the Credit Limit is exceeded, we are not responsible for any loss or damage whatsoever in connection with our refusal to supply you further ST Service on credit.

## 5. Authorised and unauthorised transactions

- 5.1. You must notify us immediately if you become aware of any unauthorised use of the Account. You are not responsible for unauthorised use of the Account occurring after we receive notification. You must indemnify us against any losses from your unreasonable delay in notifying us after you become aware of unauthorised use of the Account. You are not required to indemnify us for losses arising from any unauthorised use of the Account occurring because of our negligent act or omission.

## 6. Terms of payment

- 6.1. We will provide you with Tax invoices or adjustment notes weekly unless otherwise agreed in writing.
- 6.2. You must pay us in full within 14 days of receipt of a tax invoice, unless an alternative payment period is agreed upon by both parties and noted by us on the invoice. If payment is made by direct debit (as agreed under a Direct Debit Request Service Agreement), you must pay in full within 21 days of the tax invoice / adjustment note issue date.
- 6.3. If an invoice is not paid by the due date for payment, you must pay:
  - (a) the Administration Charge of \$5.00 for each overdue invoice issued to you; plus
  - (b) the following late payment charge for accounts with:

(i) credit terms of less than 30 days	A fee of 0.2% of the invoiced amount due and payable and not paid by the required date for payment
(ii) credit terms of 30 days or more	A fee of 1.5% of the invoiced amount due and payable and not paid by the required date for payment

- 6.4. If Account payments are overdue we may temporarily suspend the Account until you pay the outstanding amounts in full (including any late payment fees). We will notify you before suspending the Account.
- 6.5. A direct debit dishonour fee applies if there are insufficient available funds in your bank account to make a scheduled payment.
- 6.6. We may terminate the Account immediately by notice to you if any Account payment is more than 30 days overdue (amounts disputed in accordance with clause 8 are not considered overdue until the dispute is resolved).
- 6.7. All Fees payable under the Account are detailed [online](#) or available on request from us.

## 7. Proof of supply of products or services

- 7.1. An invoice or adjustment note issued by us, or certificate setting out details of the amount owing and any other matters relating to the Account signed by our duly authorised officer is evidence (in the absence of error) of the supply of ST Services by us to you. We may use any such invoice, adjustment note or certificate in court proceedings.

## 8. Transaction errors

- 8.1. You must advise of any incorrect transaction recorded on your tax invoice or adjustment note within 7 days of the issue of the tax invoice or adjustment note, via the form on our website: <https://forceapps.auspost.com.au/creditclaim/EnterpriseCreditClaim>
- 8.2. You must pay any undisputed amount by the due date as specified in clause 6.2.

## 9. Security for performance

- 9.1. **Bank guarantee**  
You must provide us a bank guarantee (in a form reasonably acceptable to us) if we reasonably require it to secure your performance of your obligations under these Terms (before or during the term of your Account).
- 9.2. **Personal Property Securities Act (PPSA)**  
If we determine that the Account (or a transaction in connection with it) is or creates a security interest for the purposes of the PPSA, you agree to do all things which we consider necessary, acting reasonably, for the purposes of registering our security interest, including providing consents, signing and producing documents, or supplying information.
- 9.3. **Other forms of security**  
As a condition for approving the Application (or at any time for the duration of the Account), we may (acting reasonably) require you to provide other security for performance of your obligations under these Terms. For example, if you are a company, a guarantee (in a form acceptable to us) may be required from each of your directors or from any of your associated or related entities.

## 10. Warranties

- 10.1. You represent and warrant that:
  - (a) all statements, information and documents provided in connection with the Application and all representations that you have made or may make to us for the duration of the Account are true and correct; and
  - (b) the Account is required for your business or commercial purposes and will not be used for personal, domestic, or household purposes.
- 10.2. You acknowledge that we have relied on the correctness of these warranties in approving the Application and continue to rely on these warranties in our further dealings with you.

## 11. Indemnity

- 11.1. For this clause 11:
  - (a) "**Claim**" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise;
  - (b) "**Indemnifiable Loss**" means Loss incurred by StarTrack in connection with any of the following:
    - (i) a third-party Claim against StarTrack; and
    - (ii) a Claim that you have contravened any relevant laws; and
  - (c) "**Loss**" means any damage, loss, cost and expense (including legal and other professional advisers' costs and expenses).
- 11.2. Subject to clause 11.3 and to the extent permitted by law, you indemnify us and will keep us indemnified against any Claim for an Indemnifiable Loss arising out of or in connection with:
  - (a) any breach by you of your obligations under these Terms or the use of the Account, or any representation or warranty made by you; or
  - (b) any breach of relevant laws by you in relation to the Application or use of this Account.
- 11.3. Your liability to us under clause 11.2 is reduced proportionally to the extent that the Loss was caused or contributed to by us. No party will be liable for any indirect or consequential losses.

## 12. Changes in address and other particulars

- 12.1. You must notify us within 5 business days of any change in your constitution, ownership, membership or control, or to your registered business address. If any of these changes occur, your obligations under these Terms continue.

## 13. Termination / Suspension

- 13.1. You may terminate the Account at any time by giving us at least 5 business days' notice. After the Account is terminated you remain liable to pay the balance of the Account as at the date of termination, including any amounts incurred but not yet billed in accordance with clause 6. After we receive your notice of termination, you continue to be responsible for the Account and any fees charged in connection with the Account up to and including the date of termination.
- 13.2. A party (**Non-defaulting Party**) may terminate the Account immediately by giving notice to the other party (**Defaulting Party**) if the Defaulting Party breaches these Terms and:
  - (a) the Defaulting Party does not remedy the breach within 14 days of receiving notice of the breach and the Non-defaulting Party's intention to terminate; or
  - (b) the breach is not capable of remedy.
- 13.3. Without limiting any other remedies, we may temporarily suspend or terminate the Account immediately by notice to you if one or more of these Default Events occur (each a "**Default Event**"):
  - (a) you induced us by fraud or a misrepresentation to approve an Application for any Account;
  - (b) you are fraudulent in connection with the Account or use the Account for an improper or unlawful purpose;
  - (c) the charges to your Account exceed the Credit Limit without our prior approval;
  - (d) any warranty provided by you is not, or ceases to be, correct;
  - (e) in our reasonable opinion, any change in circumstances including, without limitation, changes in your constitution, ownership, membership, control, status or ability to provide security for payment of amounts which have or are likely to be charged to the Account, makes the continuance of the Account undesirable or unsatisfactory;
  - (f) you or any person giving security under the Terms, becomes, threatens or resolves to become or is likely to become subject to any form of insolvency or administration;
  - (g) you are a partnership which dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; you are a natural person, who dies; or you cease or threaten to cease conducting business in the normal manner; or
  - (h) you use the Account for any non-business purpose including, without limitation, for personal, domestic or household purposes.

- 13.4. If we suspend or terminate the Account under clauses 13.2 or 13.3, we may:
- (a) require immediate payment of the full balance of the Account and any amounts incurred but not yet billed, including any applicable fees (in accordance with clause 6) (**Outstanding Amount**);
  - (b) deduct the Outstanding Amount from any amounts payable by us to you under these Terms or any other contract between you and us; or
  - (c) take enforcement action against you to recover any amounts owing under these Terms, including our reasonable enforcement expenses.
- 13.5. If we exercise our rights under this clause 13, you must pay us any reasonable amounts we incur in connection with the suspension or termination of the Account (including debt collection agency fees, administration and legal costs).
- 13.6. If we reasonably believe that a Default Event is, or may be, continuing, we may:
- (a) appoint a person to investigate and report to us on your financial condition, assets or business;
  - (b) inspect your business records and assets during normal business hours; and
  - (c) conduct all searches of records and enquiries in connection with you and your assets, to the extent reasonably required to confirm your compliance, and your capacity to comply, with your obligations under these Terms.
- 13.7. You agree to co-operate with the person and comply with any reasonable request for information to assist in the investigation (and ensure that your officers, employees, agents and attorneys do the same). This includes providing documentary evidence or records to demonstrate, to our satisfaction, that you remain compliant and solvent.
- 13.8. If the Account is terminated neither Party is relieved of its duty to carry out its obligations in respect of the Account before the termination date, or obligations which remain incomplete at the termination date.

## 14. Notice

- 14.1. Unless stated otherwise in these Terms, all notices, consents, approvals, waivers and other communications ("**Notice**") in connection with these Terms and Account must be in writing and marked for the attention of the other party in the way identified in the Application (or as otherwise last notified by the recipient).
- 14.2. Any Notice must be sent by email or prepaid postal delivery to the address you provide on your Application (or otherwise as notified to us).
- 14.3. You must direct any notices to us by email or prepaid postal delivery to the email or postal address we provided to you in the approval of your Application (or otherwise notified by us).
- 14.4. If the intended recipient notifies of a changed address or email address then the Notice must be sent to that address or email address.
- 14.5. Notices will be taken to have been received by the addressee:
- (a) if sent by prepaid post, 6 days after posting (or 10 days after posting if sent from one country to another);
  - (b) if sent by email, the earlier of: (i) when the sender receives an automated message confirming delivery; or (ii) 4 hours after the time sent (as recorded on the device used to send the email) unless the sender receives an automated message that the email was not delivered.
- 14.6. If Notices are received or taken to be received under clause 14.5 after 5.00pm in the place of receipt or on a non-business day, they are deemed to be received at 9.00am on the next business day and take effect from that time unless a later time is specified.

## 15. Entire agreement

- 15.1. These Terms contain the entire agreement between the parties regarding the operation of the Account and supersede all previous agreements, understandings, and negotiations on that subject matter. This clause does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

## 16. Variation

- 16.1. We may vary these Terms:
- (a) by agreement between us and you; or
  - (b) unilaterally by us providing at least 30 days' notice to you specifying the variation and the effective date of the variation ("**Variation Notice Period**").
- 16.2. Notice of the variation under this clause 16 may be sent with your invoice or as part of any other correspondence, under a prominent heading e.g. "*Variation of your Business Credit Account Terms and Conditions*".
- 16.3. If you do not accept the variation proposed by us, you may terminate the Account by notice at least 10 business days' before the end of the Variation Notice Period. Termination of the Account will be effective at the end of the Variation Notice Period.

## 17. Assignment

- 17.1. You must not assign the Account without our prior consent, which will not be unreasonably withheld.

## 18. Execution

- 18.1. These Terms may be executed or otherwise agreed to electronically and in counterparts. All counterparts when taken together are one instrument.

## 19. Waiver

- 19.1. A provision of these Terms or a right created under these Terms may not be waived or varied except in writing, signed by the parties.

## 20. Governing law

- 20.1. These Terms are governed by the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the relevant courts there.

## 21. Severance

- 21.1. Part or all of any provision of these Terms that is illegal or unenforceable may be severed and the remaining provisions continue in force.

## 22. Remedies Cumulative

- 22.1. The rights, powers and remedies provided to either party under these Terms are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement.

## 23. Complaint and dispute resolution

- 23.1. Any complaint or dispute arising out of, or relating to, the operation of the Account or these Terms (**Complaint**) must be dealt with in accordance with this clause 23.
- 23.2. You must inform us of the Complaint as soon as practicable by:
- (a) contacting us from 8am until 6pm, Monday to Friday on these numbers: 13 23 45 from within Australia; or
  - (b) the form available on our website at <https://contact.startrack.com.au/s/feedback>
- 23.3. We will use all reasonable endeavours to resolve any Complaint promptly, by referring the Complaint:
- (a) initially, to our authorised representatives, who will endeavour to resolve the Complaint within 10 business days of notice; and
  - (b) if required, to the appropriate level of management of the Parties, who will endeavour to resolve the Complaint within a further 10 business days or such other period as is agreed by the Parties.
- 23.4. If you are not satisfied with how a Complaint has been dealt with, please inform us and we will escalate your case. If you are unhappy with the final decision (after escalation), you may wish to contact an external dispute resolution body. Visit our website: <https://startrack.com.au/customer-charter>
- 23.5. After following the process in clauses 23.2 to 23.4, either party may initiate any form of litigation.
- 23.6. Until a Complaint is resolved, the Parties must continue to perform their obligations under these Terms until the Account is terminated.