

# IMPORTANT INFORMATION ABOUT YOUR DINERS CLUB BUSINESS/CORPORATE CARD TERMS AND CONDITIONS

We are making some important changes to your Diners Club Business/Corporate Card Terms and Conditions. It is important that you read this notice carefully and retain it for your records.

## CHANGES EFFECTIVE 1 OCTOBER 2017

### **CHANGES TO THE DINERS CLUB BUSINESS/ CORPORATE TERMS AND CONDITIONS**

The below terms are added to **Clause 1, Definitions**

**Corporate Card Term Sheet** is the term sheet signed between your Organisation and Diners Club.

**Corporate Card/Corporate Travel System Agreement** is the agreement signed between your Organisation and Diners Club.

### **CLAUSE 4 (b) IS DELETED AND REPLACED WITH:**

(b) If a charge form is received by Diners Club for payment, Diners Club may rely on that charge form to debit the Account on the basis that the charge described in the charge form was properly incurred at the Member Establishment in the amount, by the person and by the use of Diners Club Card or Account referred to in that form. However, where the Diners Club Card has been reported lost or stolen, or where the Diners Club Card or Account has been reported as fraudulently used, in accordance with clause 8, we may reverse the charge as though it had never applied to the Account.

### **CLAUSE 4 (e) IS DELETED AND REPLACED WITH:**

(e) We may continue to debit to the Account, and you must pay us for any charges to the Account incurred after the Diners Club Card is cancelled

or your right to use the Account is revoked. However, you will not be liable as required by law, and where a charge is a result of fraud not involving you.

**CLAUSE 7 (b) IS DELETED AND REPLACED WITH:**

(b) If the Account is a Corporate Card Account:

(1) If any amount owing to Diners Club is not received by Diners Club by the 21st day, or the date specified in your Corporate Card Term Sheet or Corporate Card/Corporate Travel System Agreement ('**Corporate Card Default Date**') after the issue date of a statement of account setting out that amount, you are in default and Diners Club is entitled to charge and recover Liquidated Damages on the overdue amount; and

(2) Liquidated Damages will be charged at the greater of \$30.00 or 3% on the overdue amount (or any part thereof) that remains unpaid on the Corporate Card Default Date until the earlier of:

(A) the date payment of the overdue amount is received by Diners Club in full; and

(B) the date Diners Club cancels the Cardholder's Diners Club Card or revokes the Cardholder's right to use the Account

**CLAUSE 16 (a) (1) DELETED AND REPLACED WITH:**

(a) (1) goods or services purchased using a Diners Club Card or the Account. You may, however, have the right to claim a chargeback of transactions in certain circumstances. You should contact Diners Club for further details;

**CLAUSE 16 (a) (3) IS DELETED AND REPLACED WITH:**

(a) (3) any dispute between you and a Member Establishment in relation to the supply, use or quality of goods or services. You may, however, have the rights against the Member Establishment under the Australian

Consumer Law or Fair Trading Acts or other consumer protection laws;

**CLAUSE 20 IS DELETED AND REPLACED WITH:**

- Diners Club may amend these terms and conditions (including the introduction of or amendments to fees) at any time by giving you 30 days prior written notice of the amendment. Such notice may be given to you by post, or press advertisement in a newspaper circulating in your State or Territory.

**CHANGES TO THE DINERS CLUB FEE SCHEDULE BUSINESS/CORPORATE CARDS**

- Under the heading '**Corporate Cards (Diners Club Branded Card only)**', content is deleted and replaced with:
  - o **Corporate Cards**

Diners Club Card	As agreed
Mastercard Card	As agreed
- Under the heading '**Transaction Fees**', the bullet point relating to 'Club Connect (Authorised payment from nominated account by phone)' is deleted.
- Under the heading '**Diners Club Rewards Program**', content is deleted and replaced with:
  - o **Diners Club Rewards Program (Business Cards):** Diners Club Rewards Membership Fee (Not applicable for Mastercard Cardholders) \$77
  - o **Diners Club Rewards Program (Corporate Cards):** Diners Club Rewards Program As agreed
- Under the heading '**Other Fees**', a new bullet point is inserted as follows:
  - o **Paper Statement Fee** \$2 each month we issue you with a paper statement, debited to your Account in the following statement period. This may be waived in limited circumstances.



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