

NO31205

FORM G  
(Front of Form)  
COMMONWEALTH OF AUSTRALIA  
Trade Practices Act 1974-Sub-section 93 (1)  
EXCLUSIVE DEALING:  
NOTIFICATION

To the Australian Competition and Consumer Commission:  
Notice is hereby given, in accordance with sub-section 93 (1) of the Trade Practices Act 1974, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47 (2), (3), (4), (5), (6) or (7), or paragraph 47 (8) (a), (b) or (c) or (9) (a), (b), (c) or (d), of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice  
  
CALTEX AUSTRALIA PETROLEUM PTY LIMITED ABN 17 000 032 128  
("Caltex").

(b) Short description of business carried on by that person  
  
Refining, Marketing, Distribution and Sale of Petroleum,  
Oil and Fuel Products.

(c) Address in Australia for service of documents on that person  
  
Level 12, MLC Centre, 19-29 Martin Place, Sydney, NSW  
2000.

2. a) Description of the goods or services in relation to the supply or acquisition of which this notice relates  
  
Supply of Petroleum, Oil and Fuel Products.

(b) Description of the conduct or proposed conduct  
(See Direction 4 on the back of this Form)

Please refer to proposed Agreement between Caltex and **GE Capital Fleet Services Australia Pty Ltd** ("GE") attached for full details. In summary, Caltex shall provide certain rebates to GE in return for GE requesting the issue of Caltex Fuel Cards to clients of GE or employees of clients of GE.

3. (a) Class or classes of persons to which the conduct relates  
  
Clients of GE and  
Employees of Clients of GE.

(b) Number of those persons?

(i) At present time Unknown

(ii) Estimated within the next year

500

(c) Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses

Not applicable.

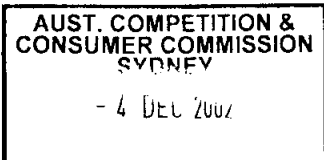
4. Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice

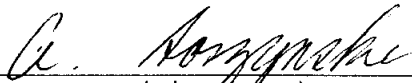
Andrew Soszynski  
Caltex Australia Petroleum Pty Ltd  
Level 12, 19-29 Martin Place  
Sydney, NSW 2000.

Mobile. 0402 003 006

Dated 27 November 2002

Signed by/on behalf of the person giving this notice





(Signature)

Andrew Soszynski

(Full Name)

National Manager Corporate Starcard

(Description)

(Back of Form)  
DIRECTIONS

1. If there is insufficient space on this form for the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the person giving the notice.
2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
3. In item 1 (b), describe that part of the business of the person giving the notice in the course of which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in subsection 47 (2), (3), (4), (5), (6), (7), (8) or (9) of the Trade Practices Act 1974 have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. In item 3 (a), describe the nature of the business carried on by the persons referred to in that item.
6. In item 3 (b) (ii), state an estimate of the highest number of persons with whom the person giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.

NOTICE

If this notification is in respect of conduct of a kind referred to in subsection 47 (6) or (7), or paragraph 47 (8) (c) or (9) (d), of the Trade Practices Act 1974 ("the Act"), it comes into force at the end of the period prescribed for the purposes of subsection 93 (7A) of the Act ("the prescribed period") unless the Commission gives a notice under subsection 93A (2) of the Act within the prescribed period, or this notification is withdrawn.

The prescribed period is 21 days (if this notification is given on or before 30 June 1996) or 14 days (if this notification is given after 30 June 1996), starting on the day when this notification is given. If the Commission gives a notice under subsection 93A (2) of the Act within the prescribed period, this notification will not come into force unless the Commission, after completing the procedures in section 93A of the Act, decides not to give a notice under subsection 93 (3A) of the Act. The notification comes into force when that decision is made.

If this notification is in respect of conduct of a kind referred to in subsection 47 (2), (3), (4) or (5), or paragraph 47 (8) (a) or (b) or (9) (a), (b) or (c), of the Act, it comes into force when it is given.

# Caltex StarCard Customer Agreement

## PURPOSE

This Agreement between Caltex Australia Petroleum Pty Ltd ("Caltex") and GE Capital Fleet Services Australia Pty Ltd ("Customer") covers purchases using Caltex StarCard.

## 1 CONTACTS

- 1.1 To ensure that the Customer receives the optimum level of service by Caltex, Caltex provides the contacts set out in Item 1 of the Schedule.

## 2 PRICES

- 2.1 Caltex agrees to supply Fuel and Services to the Customer on the basis set out in Item 2 of the Schedule.

## 3 FEES

- 3.1 There is no joining or set up fees for Caltex StarCard.
- 3.2 The fees payable by the Customer to Caltex in connection with use by the Customer of Caltex StarCard are set out in Item 3 of the Schedule.

## 4 PAYMENT TERMS & CONDITIONS

- 4.1 Payment by the Customer must be made by Direct debit from an account nominated by Customer on or before the 21<sup>st</sup> day of the month following the date of the relevant transaction.
- 4.2 By first using and continuing to use the StarCard, the Customer acknowledges and agrees that, in addition to this Agreement, it is also bound by Caltex's 'Terms and Conditions for Use of StarCard' set out in the StarCard Application for Corporate Customers completed by the Customer, as varied by Caltex from time to time.

- 4.3 The prices set out in clause 2.1 and the fees set out in clause 3.2 are based upon average purchases on Customer's StarCard as set out in Item 4 of the Schedule. Caltex may in its absolute discretion vary the prices set out in clause 2.1 or the fees set out in clause 3.2 (or both) if average purchases fall below the amount set out in Item 4 of the Schedule in respect of any period of 6 month consecutive months.

## 5 TERMS AND TERMINATION

- 5.1 Subject to this clause, this Agreement will operate from the date and for the period set out in Item 5 of the Schedule.
- 5.2 Regardless of any other provision of this Agreement, either party may terminate this Agreement at any time by giving written notice to the other party of not less than the number of days set out in Item 6 of the Schedule.
- 5.3 Customer shall not assign its rights under this Agreement without the prior written consent of Caltex, which may be given or withheld by Caltex in its absolute discretion.
- 5.4 Caltex may assign its rights under this Agreement at any time that it sees fit.

## 6 GST

- 6.1 Unless expressly stated otherwise in this Agreement, if any supply made under or in connection with this Agreement by one party ("Supplier") to the other party ("Acquirer") is subject to GST, the payment for that supply will be inclusive of GST (if any) and the Supplier is not entitled to recover any additional amount on account of GST from the Acquirer.
- 6.2 Words or expressions which are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used in this Agreement.

## 7 GENERAL

7.1 The laws of Victoria shall govern this Agreement and Customer irrevocably submits to the jurisdiction of the courts of that State.

7.2 The Schedule forms part of this Agreement.

Signed for and on behalf of  
Caltex Petroleum Pty Ltd

Signed for and on behalf of  
the Customer

Print Name:

Print Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

## SCHEDULE

### Item 1 - Caltex Contacts

Account Manager      Donella Corbett  
PH      0402 892 538  
FAX      03 9287 9572  
E-mail      [dcorbett@caltex.com.au](mailto:dcorbett@caltex.com.au)

Customer Service      Lyra Arandia  
PH      1300 365 096  
Fax      02 9250 5797  
E-mail      [starcard@caltex.com.au](mailto:starcard@caltex.com.au)

Account Queries      Anjali Apte  
PH      02 9250 5518  
FAX      02 9250 5131  
E-mail      [aapte@caltex.com.au](mailto:aapte@caltex.com.au)

Postal Address      GPO Box 3916  
SYDNEY NSW 2001

## Item 2 - Basis of Supply by Caltex of Fuel and Services

Caltex's offer for the supply of fuel and services to GE Capital Fleet Services Australia Pty Ltd is as follows:

### **Pump Price discount at time of purchase**

PULP:	XXXXcpl
ULP:	XXXXcpl
Diesel:	XXXXcpl
LPG:	XXXXcpl

All other fuels and oils will be charged at the merchant selling price at time of transaction.

GE Capital Fleet Services Australia Pty Ltd may choose to retain an administration fee on the discount offered to drivers. This amount can be collected by Caltex and paid per month as a 'confidential Allowance'. This administration fee would be deducted from the above offer.

Caltex Australia would like to offer GE Capital Fleet Services Australia Pty Ltd the opportunity to have a Co- Branded card. Caltex will cover all cost involved developing the card. GE Capital Fleet Services Australia Pty Ltd will need to supply the correct brand.

## Item 3 - Fees Payable by Customer to Caltex

Transaction Fee.	\$XXXX per transaction
Gold StarCard:	\$XXXX* per month, per vehicle. <small>Please note vehicle only cards available for this product</small>
Standard StarCard:	\$0.00 per month, per vehicle.
StarFleet:	\$XXXX* per month, per vehicle.
Additional Service:	\$XXXX* per month, per vehicle.
24-Hour Roadside: Assistance	\$XXXX* per month per vehicle.



\* GST Inclusive

#### **Item 4 - Average Purchases**

Prices referred to in clause 2.1 and fees referred to in clause 3.1 are based on an average monthly purchase of at least 250,000 litres.

#### **Item 5 - Date Agreement Commences**

Caltex's offer of supply is for 24 months from the 1<sup>st</sup> December 2002

#### **Item 6 - Number of Days Notice Required for Termination**

90 days

#### **Item 7 – Review Period**

Both parties will have the opportunity to review performance and pricing based on the average purchase levels detailed in Item 4. Such reviews shall occur on a 6-month cycle from the commencement date of this contract