



Capricorn Mitre 10 Card Terms of Use

Version control 1.1

This version of the Capricorn Mitre 10 Card Terms of Use
is effective from 3 June 2020.

csl@capricorn.coop | capricorn.coop

TERMS OF USE OF CARDS FOR AUTHORISED PURCHASERS

Terms

1. These terms govern the use and operation of your Card and are between us and you, the Capricorn Member issued with the Card.
2. Before using your Card, you should read these terms carefully. If you do not understand any of these terms, you must not use your Card and should seek advice. Please retain a copy of these terms for future reference. Use of your Card constitutes acceptance of these terms. If you prefer not to accept these terms you must not use your Card and must immediately destroy it.

Definitions

3. In these terms, these definitions apply unless the context requires otherwise:

Capricorn Account means the credit account provided under separate agreement by us to you through which you may make purchases of goods or services or both from appointed preferred suppliers;

Card means the Capricorn Mitre10 Card, and any replacement Card, that is issued by us to you;

Credit Limit means the maximum amount of credit which we will extend to you for purchases made using your Card.

We, our or us means Capricorn Society Limited ABN 29 008 347 313.

Your Card and Credit Limit

4. We may in our discretion and in accordance with our arrangement with Mitre10 arrange for you to be issued with a Card and a PIN to be used with the Card.
5. You will only be issued with a single Card and, while replacement Cards are available, additional Cards for concurrent use are not.
6. You will be notified of your Credit Limit at the time you are issued with a Card. The Credit Limit may be varied at any time on notice to you. To request a change to your Credit Limit, contact us. This Credit Limit is part of, and not in addition to, the credit limit on your Capricorn Account.

Managing your Card

7. You must always keep your Card in a safe place and ensure that no unauthorised or unlawful use of it occurs.
8. You must not disclose your PIN to any unauthorised users and must ensure that no-one else is aware of it.
9. Cards remain our property and must be destroyed at our request.

Using your Card

10. You may use your Card to charge in-store purchases made at participating Mitre 10 stores to your Capricorn Account.
11. It is your responsibility to obtain a GST invoice for all purchases made from Mitre 10 stores using your Card and to check that all details on each price docket are correct and retain the price docket for your own records and reconciliation requirements.
12. Any credit or refund of a purchase made using your Card provided by Mitre10 will, to the extent permissible by law, be provided by way of a credit to your Card which in turn will be credited to your Capricorn Account.
13. We may at any time correct any error relating to the use of your Card, whether the correction is in your favour or not.
14. You must not use the Card if you do not honestly expect to be in a position to pay the Balance in full and agree that we may refuse authorisation for any transaction without cause or prior notice and that we will not be liable to you, a Cardholder or anyone else for loss or damage resulting from such refusal.

We are not Responsible for Goods and Services Supplied or the Actions of Mitre10

15. To the extent permitted by law, we are not responsible in any respect for any goods or services supplied to you and purchased using your Card. You must resolve any complaint or dispute relating to the goods and services purchased (including relating to their supply, quality or use) directly with the supplying Mitre 10 store. Your obligation to pay us amounts charged to your Capricorn Account will not be affected or limited by any such complaint or dispute.

16. To the extent permitted by law we are not responsible for:

- 16.1 any refusal by a Mitre 10 store to accept your Card;
- 16.2 any inability to complete a purchase using your Card;
- 16.3 any refusal by Mitre10 to accept a return of goods or provide a credit or refund on any goods or services purchased using your Card;
- 16.4 any malfunction of any IT infrastructure, terminal or associated software, including at point-of-sale; and
- 16.5 any damage to your character or reputation alleged to have been caused by the refusal of any Mitre 10 store to accept the Card or complete a purchase.

17. Purchase of goods or services from the supplying Mitre10 store will be subject to the Mitre 10 stores applicable terms including regarding transfer of risk and ownership, delivery and supply of goods and services based on dimensions, plans and specifications. These terms may include that:

- 17.1 If Mitre10 accepts the return of any goods Mitre10 may charge you, or deduct from any credit or refund note provided to you, a 10% return fee.
- 17.2 Mitre 10 shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer.
- 17.3 If the giving of an estimate or quotation for the supply of Goods involves Mitre 10 estimating measurements and quantities, it shall be the responsibility of the Customer to verify the accuracy of such estimate before accepting such quotation.
- 17.4 Where you request changes to be made to estimated quantities or measurements after Mitre 10 has accepted your order in writing, Mitre10 may adjust the price and any estimated delivery date accordingly.

Payment

- 18. All purchases made using your Card will be charged to your Capricorn Account.
- 19. Except as set out in clause 22, we may charge to your Capricorn Account the amount of any transaction entered by any person using your Card even if:
 - 19.1 the Card is used in a way not permitted under these terms, or
 - 19.2 you have withdrawn, or not provided, the authorisation of the persons to use the Card,
- 20. You must pay your Capricorn Account when due in accordance with your agreement with us.
- 21. No payment should be made on any statement or on any request issued directly by Mitre 10 or any Mitre 10 store for purchases made using your Card.

Loss and Unauthorised Use of your Card

- 22. If your Card is lost, stolen, the PIN number inadvertently disclosed or if you know the Card is in the possession of an unauthorised person or it has been used for an unauthorised transaction, then you must immediately notify Capricorn by contacting us on 0800 401 444. We may request that you provide us with written confirmation of that notice. If you have validly provided us with notice under this clause, you will not be liable for any unauthorised transactions using the Card after we receive your notification. If you are involved in, or have indirectly or directly benefited from, any loss, theft or misuse of the Card or any unauthorised transaction then your obligation to pay for all amounts charged to your Capricorn Account through use of the Card will not be affected or limited by this clause.
- 23. We will replace any lost, stolen or damaged Card, at your request, unless you are in breach of these terms or your Capricorn Account is on "stop credit". Any replacement Card will be subject to the terms in place at the time of replacement.

Cancellation of Cards

- 24. You may request the cancellation of your Card at any time by contacting us.

25. We may cancel your Card without providing you with prior notice if (i) you are in default of these terms; (ii) your Capricorn Account is closed for any reason; (iii) you are in default of any agreement you have with us; or (iv) our agreement with Mitre 10 ends for any reason.
26. You must not use any Card that has been cancelled and must immediately destroy it.
27. Cancellation of a Card does not affect or limit your obligations under these terms, including your obligation to pay us for all purchases made using your Card.

Suspension

28. We may suspend your Card at any time without notice if:

- 28.1 you are in default of these terms;
- 28.2 you are in default of any agreement you have with us;
- 28.3 we suspect that a Card has been or may be used fraudulently;
- 28.4 your Capricorn Account is placed on "stop credit" in accordance with your agreement with us; or
- 28.5 to prevent loss to you, or us.

29. You must not use any suspended Card until we advise you that it has been reinstated.

30. Suspension of a Card does not affect or limit your obligations under these terms, including your obligation to pay us for all purchases made using your Card.

Variation

31. We may vary these terms in our discretion in any way (including varying a fee or charge or imposing a new fee or charge) at any time by giving you not less than 30 days written notice of the variation, the full particulars of which are set out at www.capricorn.coop under 'Corporate Documents'. For the avoidance of doubt notice may be issued via email to the email address associated with your Capricorn Account. Any variation will apply to all transactions from the notified date of effect and your continued use of the Card acknowledges your agreement to any variation.

Our Liability is Limited

32. Unless prohibited by law, we exclude any liability we may have for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind arising out of your receipt or use of the Card, including loss of profit or the like and whether or not contemplated, whether based on breach of contract, tort, product liability or otherwise.
33. Where liability cannot be excluded, our liability to you will in all cases be limited, at our option, to the cost of re-supplying the goods or services, the cost of repairing the goods or paying you an amount equal to the cost of repairing the goods.

Consumer Guarantees Act

34. Where you are a consumer and acquire any goods or services, or hold yourself as acquiring goods or services, for the purposes of a business (as those terms are defined in the Consumer Guarantees Act 1993) then, to the extent permissible, you agree that the Consumer Guarantees Act 1993 is hereby excluded. Otherwise, where you are a consumer these terms are read subject to the terms of the Consumer Guarantees Act 1993.

General Terms

35. The laws of New Zealand govern these terms. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms.
36. You may not assign or transfer any of your rights or obligations under these terms without our prior written consent.
37. Time will be of the essence in relation to your obligations under these terms.
38. No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless in writing.
39. Our rights, powers and remedies 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 other agreement or instrument.

40. Any provision, or the application of any provision, these terms that is prohibited, void or unenforceable is severed without affecting the enforceability of the other provisions in these terms.