



GOVERNMENT OF
WESTERN AUSTRALIA

TERMS AND CONDITIONS

for the

REGIONAL PENSIONER TRAVEL CARD

July 2024

1. Background

- 1.1 The Regional Pensioner Travel Card (RPTC or Travel Card) began in 2009 and for as long as the RPTC continues, will provide an eligible country pensioner each financial year with a card of set value, for the purchase of fuel and taxi fares. The value of the card will be provided upon the issue of a card along with a copy of these Terms and Conditions.
- 1.2 An applicant must complete an RPTC Application Form to be issued a Travel Card.
- 1.3 One (1) Travel Card is issued in each Financial Year to a successful Applicant. If the Applicant is part of a couple, one (1) card is issued in each Financial year to that Couple.
- 1.4 Once a Travel Card is issued, a new Travel Card will be automatically issued to an Eligible Pensioner every Financial Year until the first of the following to occur:
 - a) The Cardholder ceases to be an Eligible Pensioner
 - b) The Regional Pensioner Travel Card ceases or terminates
 - c) The Cardholder is in breach of the Terms and Conditions.

2. Introduction

- 2.1 This document and the provisions in relation to privacy, consent to release of information and the applicant's declaration in the Application Form sets out the Terms and Conditions of the RPTC provided by the Administrator.
- 2.2 The Terms and Conditions will apply to you (the Cardholder) from the time you sign the Application Form. The Terms and Conditions explain the eligibility requirements for the issue of the Travel Card, what the card can be used for, where and how you can use the card.
- 2.3 You must read this document carefully. If you do not understand these Terms and Conditions or if you have any questions, please call the RPTC Information Line on 1300 666 609 and they will be happy to help you with any questions:
 - a) Card balance
 - b) Eligibility
 - c) Updating of details including change of address
 - d) Lost or stolen card
 - e) Faculty card
 - f) Locations of participating fuel outlets in Western Australia

- g) WA Country Local Government areas
- h) Other enquiries, including taxis accepting Cabcharge and Live payments and locations of Australia Post outlets.

The Information Line operates between 6:45 am and 5:00 pm AWST, Monday to Friday for general information, and 24 hours a day for lost and stolen cards.

3. Definitions and Interpretation

In this document, unless the context otherwise requires:

- 3.1 **Administrator** means the State Government agencies and organisations responsible for the administration and delivery of the RPTC.
- 3.2 **Applicant** means a person, or persons, who apply for a Travel Card.
- 3.3 **Application Collection Agent** means a vendor and / or organisation authorised to accept and progress applications through to the Administrator for processing.
- 3.4 **Application Form** means the application form, statutory declaration and any other documents required by the Administrator to be completed by an Eligible Pensioner (or on behalf of an Eligible Pensioner by a person authorised to do so such as an administrator of his or her affairs, Centrelink Nominee or attorney under Enduring Power of Attorney) to receive a Travel Card.
- 3.5 **Cardholder** means the name of the person on the Travel Card.
- 3.6 **Couple** means if you live with or usually live with your partner and you are married, in a registered relationship (opposite-sex or same sex) or a defacto relationship (opposite-sex or same sex). The definition of Couple is the same as the Services Australia's definition of a Couple. If you require more information, please contact the RPTC Information Line on 1300 666 609 or telephone the Services Australia (Centrelink) on 13 23 00 or visit www.servicesaustralia.gov.au.
- 3.7 **Eligible Pensioner** means a permanent resident (including a Couple) who resides in an eligible Western Australia Country Local Government Area and receives a Centrelink Age Pension, Carer Payment, Disability Support Pension, or a Department of Veterans' Affairs Service Pension, Social Security Age Pension or Income Support Supplement, and who meets the requirements set out in clause 5.1 of this document.

- 3.8 **Eligible Western Australian Country Local Government Area** means a local government area within a region as listed in Schedule 1 of the *Regional Development Commissions Act 1993*, except for the Peel region's Mandurah (except for post code 6211 which is included), and Serpentine-Jarrahdale (except for post codes 6124, 6125 and 6126 which are included). If you require more information regarding the eligible Western Australian Country Local Government Areas, please contact the RPTC Information Line on 1300 666 609.
- 3.9 **Financial Year** means 1 July to the following 30 June.
- 3.10 **Fuel** means petrol, auto gas or diesel purchased at Participating Fuel Outlets.
- 3.11 **Participating Fuel Outlets** means fuel stations located in Western Australia and displaying the Motorpass logo. If you require more information regarding the Participating Fuel Outlets in Western Australia, please contact the RPTC Information Line on 1300 666 609.
- 3.12 **RPTC** means the Regional Pensioner Travel Card referred to in clause 1 of this document.
- 3.13 **Taxi Company** means a taxi company participating in the RPTC.
- 3.14 **Taxi Fare** means the amount charged by a Taxi Company.
- 3.15 **Terms and Conditions** means this document and the provisions in relation to privacy, consent to release of information and the applicant's declaration in the Application Form and any other documents required to be provided by the Administrator (and any such documents as revised and published on the website from time to time under clause 1 of this document).
- 3.16 **Travel Card** means a card that is issued to a Cardholder under the Terms and Conditions.
- 3.17 In this document, unless the context otherwise requires:
- a) A reference to the plural includes the singular and vice versa;
 - b) If an Applicant or Cardholder comprises two (2) or more natural persons, each of those persons are jointly and severally liable under this document;
 - c) A reference to any document or law means that document or law as lawfully replaced or amended from time to time;
 - d) A reference to a thing includes each and every part of that thing;
 - e) A reference to government department or agency includes any successor or replacement thereof.

4. Eligibility

- 4.1 To be eligible for a Travel Card, an Applicant must:
- a) Be a permanent resident in an eligible Western Australian Country Local Government Area; and
 - b) Receive a Centrelink Age Pension, Carer Payment, Disability Support Pension, a Department of Veterans' Affairs Service Pension, Social Security Age Pension or Income Support Supplement.

This person will then be an "Eligible Pensioner".

- 4.2 If an applicant is an Eligible Pensioner and is part of a Couple, only one (1) Travel Card will be issued to that Couple, even if both partners are Eligible Pensioners.
- 4.3 The Administrator shall be entitled to rely on the accuracy of documents submitted by the Applicant and on records provided by Services Australia and the Department of Veterans' Affairs from time to time, in determining eligibility for the purposes of this clause 4.

5. Application Form

- 5.1 Only one (1) Application Form is required to be completed by an Applicant for the life of the RPTC, provided that the Applicant remains an Eligible Pensioner and subject to clause 5.2.
- 5.2 If the Cardholder revokes his or her consent authorising Services Australia to electronically confirm the Cardholder's details, the Cardholder must complete a new Application Form for each Financial Year to be issued with a new Travel Card.
- 5.3 An Applicant's details on the Application Form must exactly match the Applicant's Services Australia or Department of Veterans' Affairs record.
- 5.4 Application Forms may be lodged at Australia Post outlets between 1st of July and 31st of May. The RPTC is closed for processing of applications between 1st of June and 30th of June.
- 5.5 For administrative reasons, Applications lodged with Australia Post between the 15th of May (or the Friday before, if May 15th falls over a weekend) and May 31st inclusive, will be held and will not result in the issue of a Travel Card for use in that Financial Year. Applications so held, will be processed on July 1st (or the Monday after, if July 1st falls over a weekend) and a Travel Card will be issued for use at that time.

6. Couples

- 6.1 If the Applicant is part of a Couple, both of whom are Eligible Pensioners, only one (1) Application Form is required to be completed for the life of the RPTC, but the Centrelink Customer Reference Number for both Eligible Pensioners must be provided on the Application Form in the space provided.
- 6.2 If the Cardholder dies, then, provided that the surviving partner is an Eligible Pensioner who qualifies for a Travel Card, the surviving partner will be required to apply for a Travel Card in his or her own name and:
 - a) If there is a balance of \$10.00 or more remaining on the Travel Card, the balance on the card will be transferred to that surviving partner's card for that Financial Year;
 - b) If there is less than \$10.00 remaining on the card, a new card will be issued to him or her at the beginning of the next Financial Year; and
 - c) For as long as the surviving partner is an Eligible Pensioner who is a Cardholder, the provisions of the Terms and Conditions will apply.
- 6.3 If the partners cease to be a Couple, the partner who is not the Cardholder will be required to complete an Application Form. If the Applicant is an Eligible Pensioner, a new account will be created for that Applicant and a new Travel Card will be issued with a value that will be advised upon receipt of the card.

7. Issue and Use of Travel Cards

- 7.1 The issue of a Travel Card is limited to one (1) card per Eligible Pensioner, or one (1) card per Couple (as per clauses 6.1 to 6.3 inclusive of this document) per Financial Year during the life of the RPTC.
- 7.2 A Travel Card is issued in the name of the Cardholder and is to be used only by or for the sole benefit of the Cardholder. If the Cardholder is part of the Couple, the Travel Card may be used for the benefit of both the Cardholder and his or her partner.
- 7.3 A Travel Card must be presented together with the Cardholder's current pension card or Department of Veterans' Affairs card as proof that the Cardholder is an Eligible Pensioner when using the card.

- 7.4 Travel Cards issued will be sent with a letter advising the Cardholder of the amount credited to the account for the purchase of fuel or taxi fares for the remainder of that Financial Year.
- 7.5 A Travel Card is active from the date the card is issued.
- 7.6 A Travel Card expires on 30 June automatically each Financial Year and any unused balance on the card will be forfeited and cannot be transferred to a new Travel Card or any Travel Card issued for the following Financial Year.
- 7.7 Each Cardholder must ensure that his or her expenditure (using the Travel Card) is only to the value, and does not exceed the value, of the Travel Card issued. Cardholders should obtain receipts and maintain a record of the value of each transaction enacted with the card to ensure expenditure is only to the total value and does not exceed the value of the Travel Card issued. Transactions that exceed the allocated annual Travel Card limit may be required to be repaid, or a Travel Card may be issued with an amount that is less the amount overspent in any previous financial year, or a Travel Card will not be issued until the full value of the overspend is accounted for.
- 7.8 If the purchase of fuel or taxi fare exceeds the remaining balance on a Travel Card, the Cardholder may pay the excess amount by using any other payment method accepted by the Participating Fuel Outlet or Taxi Company. Before transacting this purchase the Cardholder must ensure that the relevant supplier will accept payment of the total amount partly with the Travel Card and partly with another form of payment. Participating Fuel Outlets and Taxi Companies are not obliged to accept split tender in payment.
- 7.9 Cardholders must ensure that their Travel Card is always kept safe and secure.
- 7.10 A Travel Card:
- a) Cannot be reloaded at any time;
 - b) Must not be sold or exchanged for other benefits;
 - c) Is neither assignable nor transferable.

Neither this document nor any rights under it, are assignable or transferrable.

- 7.11 Each Applicant and Cardholder acknowledges and agrees that the RPTC is voluntary as far as suppliers or fuel and taxi services are concerned. Before transacting a purchase, the Cardholder must ensure that the relevant supplier subscribes to and participates in the RPTC.

7.12 The amount of money credited to each Travel Card will be as determined by the State from time to time.

8. New Travel Cards

8.1 Provided that a Cardholder remains an Eligible Pensioner during the life of the RPTC, an Eligible Pensioner will automatically receive a new Travel Card at the beginning of each Financial Year.

9. Change of Details

9.1 A Cardholder must notify the Administrator by sending a copy of the pension card and driver's licence (or a utility bill no greater than three (3) months old where a driver's licence is not available) to enquiries@wexaustralia.com or by calling the Information Line on 1300 666 609 of any changes relating to his or her details that may affect his or her use or eligibility of a Travel Card including but not limited to:

- a) Change of residential or postal address;
- b) Change of name;
- c) Change of partner;
- d) Change of relationship status;
- e) No longer receiving a Centrelink Age Pension, Carer Payment, Disability Support Pension, a Department of Veterans' Affairs Service Pension, Social Security Age Pension or Income Support Supplement;
- f) No longer lives in an eligible Western Australia Country Local Government Area.

9.2 If a Cardholder does not notify the Administrator of any change in details resulting in the delay of the issue of a new Travel Card or causes the incorrect issue of a Travel Card, the Administrator will not be liable and may, in its sole discretion, suspend or terminate the Travel Card in terms of clause 11 of this document.

10. Lost or Stolen Cards

- 10.1 A Cardholder must notify the Administrator as soon as he or she becomes aware that his or her Travel Card is damaged, lost or stolen by calling the Information Line on 1300 666 609 immediately.
- 10.2 The Administrator will replace any damaged, lost or stolen Travel Cards provided the Cardholder notifies the Administrator immediately. A new card will be issued provided the RPTC still exists and the

amount of the balance remaining on the Travel Card as at the date of notification is \$10.00 or more. This balance will be transferred to the new card.

- 10.3 Prior to replacement of a stolen Travel Card that has been used for the purchase of fuel and / or taxi journey/s, the Administrator may require the provision by the Cardholder, of a Statutory Declaration which declares the theft of the Travel Card (including any other items stolen at the same time). The Administrator may also require the Cardholder report the theft of the Travel Card to the police and provide the Police Report Number.
- 10.4 It is your responsibility to check your card balance regularly and immediately notify the Administrator of any errors or unauthorised transactions. The Administrator is not required to accept a claim if it is made more than sixty (60) days after the transaction date. The Administrator will not be liable for any delay in replacing a damaged, lost or stolen Travel Card or for any unauthorised use of any lost or stolen cards.

11. Suspension and Termination of a Travel Card

- 11.1 The Administrator reserves the right to suspend or terminate a Travel Card at any time, and with or without notice if:
 - a) A Cardholder is no longer receiving a Centrelink Age Pension, Carer Payment, Disability Support Pension, a Department of Veterans' Affairs Service Pension, Social Security Age Pension or Income Support Supplement;
 - b) A Cardholder no longer lives in an eligible Western Australia Country Local Government Area;
 - c) The Administrator reasonably believes that:
 - A Cardholder has breached any of the Terms and Conditions;
 - A Cardholder or any person whomsoever has engaged or may engage in wrongful (including fraudulent) conduct, or conduct is suspected to be wrongful (including fraudulent) in relation to use of the Travel Card; or
 - It is necessary for the investigation of a matter involving the Travel Card or its use. This includes seeking further information from a Cardholder, his or her partner, or any person whomsoever regarding the use of the Travel Card.

- d) A Cardholder has notified the Administrator that the Travel Card is damaged, lost or has been stolen;
- e) The Regional Pensioner Travel Card terminates for any reason.

11.2 The Administrator may in its sole discretion:

- a) Refuse to issue a Travel Card for the following Financial Years or for the remainder of the RPTC;
- b) Issue a Travel Card at an amount less than the allocated annual grant amount, or not issue a future Travel Card/s, for the reasons set out in clause 7.7 of this document.
- c) Transfer the remaining balance from a deceased Cardholder's Travel Card to a Travel Card in the deceased Cardholder's partner's name in the circumstances mentioned in clauses 8.1 of this document; or
- d) Terminate a Travel Card and / or require a Cardholder to repay any monies used on the card; or
- e) In respect of any future Travel Card, deduct from and against the relevant amount that would ordinarily be credited to that Travel Card any monies owed or to be forfeited by the Cardholder under or by virtue of this document.

12. Indemnity

- 12.1 The Cardholder hereby indemnifies the State of Western Australia and all its agents, agencies and emanations and instrumentalities (each, "those indemnified") from and against all lost, damage, costs and liability sustained or incurred by any of those indemnified on account of any fraud, dishonesty, tort or breach of this document of, by or on the part of the Cardholder.
- 12.2 Each Applicant and Cardholder acknowledges and agrees to the maximum liability on the part of any of those indemnified for any breach by any of them of this document, or any other obligation, howsoever arising and associated with the Travel Card or this document, is \$1.00.

13. Terms and Conditions

- 13.1 The Administrator in its sole discretion reserves the right at all times to make any changes to the RPTC Terms and Conditions, which will apply from the date of publication under clause 13.2 of this document.
- 13.2 The Administrator will provide a copy of the Terms and Conditions with each Travel Card issued.

Further information or questions relating to the RPTC should be directed to:

Regional Pensioner Travel Card Information

Telephone: 1300 666 609

Email: Enquiries@wexaustralia.com

Administrator

Email: travelcard@transport.wa.gov.au

Website: www.wa.gov.au/travelcard