

## RD PETROLEUM FUELCARD – USER APPLICATION

This Fuelcard User Application form is to be completed as part of your credit application for a BP Fuelcard (refer to separate form) for the purchase of all products and services by that Fuelcard and invoiced by RD Petroleum.

- Step 1:** CHOOSE the card type which best fits your needs, as follows:  
**If you want a PERSONAL CARD to cover all vehicles, then complete Section 1A – Personal Card below.**  
**If you want a VEHICLE CARD to cover a specific vehicle, then complete Section 1B – Vehicle Card below.**  
**If you require more than one vehicle card, complete separate forms or distinguish each vehicle by placing a “ / ” between the registration numbers and vehicle descriptions.**
- Step 2:** PIN numbers are compulsory on both types of BP Fuelcards. **Please identify and record a 4 digit PIN number in whichever of Section 1A or Section 1B that you complete in Step 1 above.**
- Step 3:** Complete Section 2, Section 3, and Section 4, and sign at Section 5.
- Step 4:** Attach your completed form to your **RD Petroleum Fuelcard – Credit Application Form.**

**If you have any questions, please contact RD Petroleum on 0800 44 00 14.**

SECTION 1A – PERSONAL CARD										
Name on Card – (1)						PIN	<i>(choose your own, or leave blank for computer-generated)</i>			
Name on Card – (2)						PIN	<i>(choose your own, or leave blank for computer-generated)</i>			
SECTION 1B – VEHICLE CARD			PIN	PIN	<i>(choose your own, or leave blank for computer-generated)</i>					
Vehicle(s) Registration Number(s)										
Vehicle(s) Description(s) <i>(eg Red / Falcon / Wagon etc)</i>										
SECTION 2 – ACCOUNT INFORMATION REQUIREMENTS <small><i>(mainly for large fleet administration purposes)</i></small>										
<b>Which of the following options do you want identified on your Fuelcard Account?</b> <small><i>(please tick YES or NO)</i></small>										
(a) Odometer Reading	YES				NO					
(b) Truckstops / Unmanned Facilities	YES				NO					
(c) Road User Charges	YES <small>* If YES, also state LTSA Customer Number</small>				NO					
SECTION 3 – PURCHASE DETAILS										
<b>Which option will apply for purchases made with your Fuelcard?</b>							<small><i>(please tick your selection)</i></small>			
1	FUEL ONLY									
2	FUEL and OIL ONLY									
3	FUEL, OIL, and WASH									
4	DIESEL ONLY									
5	DIESEL and OIL ONLY									
SECTION 4 – SALES LIMIT PER TRANSACTION <small><i>(not monthly)</i></small>							<small><i>(please tick box below chosen limit)</i></small>			
\$25	\$50	\$100	\$150	\$200	\$250	\$400	\$500	\$1,000	\$10,000	
SECTION 5 – AUTHORITY FOR FUEL CARD										
Details	First Name(s)					Last Name				
	Authorised Signature					Date				

## RD PETROLEUM FUELCARD – CREDIT APPLICATION

This application is for the purchase of all products and services provided by RD Petroleum and/or its authorized agents.

- Step 1:** Fill in all details in Section 1A and Section 1B.
- Step 2:** Applicant's to sign Section 2A and the Terms & Conditions (next page).
- Step 3:** Complete the attached Direct Debit Form and Fuel card User Application Form(s).
- Step 4:** Sign and post all of the completed forms to **RD Petroleum, PO Box 1487, Christchurch 8140.**

If you have any questions, please contact RD Petroleum on 0800 44 00 14.

SECTION 1A – ACCOUNT DETAILS	INDIVIDUAL CUSTOMERS & PARTNERSHIPS
Applicant's Full Name (1)	DOB
Applicant's Full Name (2)	DOB
Trading as <i>(if applicable)</i>	Type of Entity <i>(please circle)</i> <b>Individual / Partnership</b>
Postal Address	
Suburb	Town / City and Postcode
Phone	Cell Phone
Fax	Email
Vehicle Registration Number(s) <i>(please list all)</i>	
<b>Details – Accountant:</b> Full Name	
Business Name	Phone
Business Postal Address	
<b>Details – Solicitor:</b> Full Name	
Business Name	Phone
Business Postal Address	
<b>Details – Independent Contact Person:</b> <i>(not living at same address as any of the above)</i>	
Full Name	Phone
Postal Address	
SECTION 1B – REFERRAL SOURCE	How did you hear about us? <i>(please circle)</i>
Word of mouth / RD Petroleum website / Sales Rep / Newspaper Advertising / Printed Flier / Radio	
Other <i>(please specify)</i> :	
SECTION 2A – DECLARATION and SIGNATORY DETAILS	
<ol style="list-style-type: none"> <li>1. I / We confirm that the foregoing statements are true and complete.</li> <li>2. I / We understand that RD Petroleum reserves the right to decline any application.</li> <li>3. I / We have read and understood the Terms and Conditions of this account application and agree to be bound by them.</li> <li>4. I/We understand that you, RD Petroleum, are asking me for personal information about me so as to use Veda Advantage's credit reporting service to credit check me. I understand that: <ul style="list-style-type: none"> <li>• Veda Advantage will give you information about me for that purpose.</li> <li>• You will give my personal information to Veda Advantage, and that Veda Advantage will hold that information on their systems and use it to provide their credit reporting service.</li> <li>• When other Veda Advantage customers use the Veda Advantage credit reporting service, Veda Advantage may give the information to those customers.</li> <li>• You may use Veda Advantage's credit reporting services in the future for purposes related to the provision of credit to me. This may include using Veda Advantage's monitoring services to receive updates if any of the information held about me changes.</li> <li>• If I default in my payment obligations to you, information about that default may be given to Veda Advantage, and Veda Advantage may give information about my default to other Veda Advantage customers.</li> </ul> </li> </ol>	
Applicants Full Name (1)	Authorised Signature
Applicants Full Name (2)	Authorised Signature
Date	



# RD PETROLEUM FUELCARD – TERMS AND CONDITIONS

RD Petroleum products (“Goods”) are sold and supplied in New Zealand by RD Petroleum Industries Limited to customers (“the Customer”) on the following terms of trade which cancels all previous terms and conditions.

## The RD Petroleum Fuelcard

The RD Petroleum Fuelcard(s) is issued by BP Oil New Zealand Limited (“BP”) for person(s) / vehicle(s) nominated by you, the Fuelcard Account holder. You are responsible for the use of the Fuelcard(s) by any person authorised by you and for ensuring authorised user(s) understand these terms and conditions. Where applicable, references to “you” will be taken as including “your authorised user(s)”. The Fuelcard must be endorsed with the signature of the person named on the card, or the registration number of the vehicle identified on the card, in the space provided. By endorsing the card or using it, you and any authorised user agrees to be bound by these terms and conditions. Do not write the personal identification number (“PIN”) supplied to you on the Fuelcard. Do not disclose it to anyone other than the authorised user. It is your responsibility to safeguard the Fuelcard(s) and the PIN. The Fuelcard remains the property of RD Petroleum at all times. RD Petroleum may, at any time, require the return of the Fuelcard.

## Use

The Fuelcard may be used to purchase BP specified products (including services) at participating retailers and automatic facilities provided by BP. It cannot be used to obtain cash for refund of a product or otherwise. It is your responsibility to ensure that you or your authorised user(s) do not exceed any purchase limitation. Any purchase is strictly personal and not for resale. By signing the sales docket provided by the retailer or entering the PIN, you will have authorised the product purchase and any costs to be charged by RD Petroleum to your Fuelcard Account. It is your responsibility to ensure the sales docket correctly records the quantity of product and other details.

## Charges

The RD Petroleum Fuelcard is free of any transaction fees. An annual card fee of \$20 + gst will apply per fuelcard. This fee will be charged to your account six monthly in advance. RD Petroleum will charge to your Fuelcard Account any and all purchases for products made with your Fuelcard. You will also be required to pay any Government duty or tax.

## Agreement To Mortgage

Whether or not any collateral security is given by the Customer and/or the Guarantor to RD Petroleum (“the Creditor”), the Customer and Guarantor acknowledge and agree that the Creditor shall be entitled at any time to call upon the Customer and/or Guarantor to execute a registrable mortgage or charge, or further mortgage or charge as the case may be, over any interest in land (including the Property) or other property whether real or personal as may be required by the Creditor for the better securing of moneys outstanding. Such mortgage or charge shall be prepared and registered by the Creditor at the cost of the Customer and/or Guarantor and shall contain such terms and conditions and have such priority as may reasonably be required by the Creditor AND the Customer and the Guarantor hereby irrevocably appoint the Creditor (including the person or persons for the time being entitled to give receipt or discharge for the moneys hereby secured) the true and lawful attorney or attorneys of the Customer and/or Guarantor for the purpose of executing and registering a mortgage or a charge as aforesaid. Without limiting this clause, “charge” shall include any security registered under the Personal Property Securities Act 1999.

## Payment

RD Petroleum will debit your nominated bank account with the amount payable under the Fuelcard Account, not earlier than the 20<sup>th</sup> day of each month. Please ensure that your Bank Account has sufficient funds. If any debit from your Bank Account is dishonoured, RD Petroleum reserves the right to suspend the use of your card until monies owing are received in full. RD Petroleum reserves the right to charge interest on overdue accounts at the rate of 2.5% per month calculated daily, and for any legal fees or collection costs incurred to recover the full amount. Unless you notify RD Petroleum within thirty (30) days, any amount debited by RD Petroleum is accepted as correct. You cannot dispute any debit because of a fault in a product purchased using the Fuelcard. Such a complaint must be raised with the participating retailer or under the procedure below.

## Reports

RD Petroleum will provide you with a monthly report on the Fuelcard(s) transactions.

## Credits

If you return any defective products to the participating retailer with the sales docket, and it is accepted, the retailer will give you a credit voucher which will be recorded against your Fuelcard account.

## Liability

RD Petroleum is not liable for the actions of any participating retailer or any product sold by the retailer. RD Petroleum is also not liable for any fault in the Fuelcard or any automatic facility. If you notify RD Petroleum of any defective products from an automatic facility within 48 hours of delivery, RD Petroleum will issue a credit to you which will be recorded against your Fuelcard Account, or replace the product.

## Cancellation and Termination

You may cancel any Fuelcard that you no longer require by returning it to RD Petroleum. Your Fuelcard Account will be charged with any product purchased up to the time that RD Petroleum receives the cancelled card. Your Fuelcard Account will remain active for the other cards. You may close your Fuelcard Account by giving RD Petroleum fourteen (14) days written notice and returning all Fuelcards issued to you. Before returning any Fuelcards, please cut them in half. RD Petroleum may close your Fuelcard Account without notice if you do not observe any of these terms and conditions, or if you fail to pay your debit to RD Petroleum. In other cases, RD Petroleum may close your Fuelcard Account by giving you fourteen (14) days notice. When your Fuelcard Account is closed, the full amount outstanding in your Fuelcard Account and any additional charge or interest becomes payable immediately. Interest will accrue until the Fuelcard Account is settled in full.

## Loss of Card

If any Fuelcard is lost, stolen or misused, you must notify RD Petroleum immediately and confirm the notification in writing within 24 hours. You will not be liable for any unauthorised transaction on the Fuelcard that is made after RD Petroleum receives such written notification.

## Changes and Notices

RD Petroleum may change any of these terms and conditions by giving fourteen (14) days notice. Any notices will be sent to your last known postal address.

## Collection of Information

The Customer, noting the requirements under the Privacy Act 1993, acknowledges, authorises and directs that RD Petroleum can seek and obtain from, and supply any information concerning the credit or business standing of the Customer to, any other trader, merchant, firm, organisation, company or other agency or source whatsoever including any credit agency or association. The Customer further directs any such person / entity to supply and receive and record such information to and from RD Petroleum.

## General Terms

In the case of any conflict between these terms or any other document provided by RD Petroleum, these conditions shall prevail. These terms shall not be modified or varied unless expressed in writing and agreed to by RD Petroleum and the Customer.

Where RD Petroleum fails to enforce any terms or fails in any way to exercise its rights under these terms, RD Petroleum shall not be deemed to have waived those rights with respect to any breach or subsequent breach of any term/s.

## Acceptance of these Terms and Conditions (by signature hereof):

a) APPLICANT 1
b) APPLICANT 2

## RD PETROLEUM – DIRECT DEBIT FORM

Please complete and post back to RD Petroleum Limited, PO Box 1487, Christchurch 8140

SECTION 1 – PAYER DETAILS		AUTHORITY TO ACCEPT DIRECT DEBITS Not to operate as an assignment or agreement	
SECTION 1A – BANK DETAILS			
Name of Bank			
Name of Bank Branch		Town / City	
Name of Bank Account			
SECTION 1B – ACCOUNT DETAILS		Bank Account Number from which payments to be made:	
Bank	Branch Number	Account Number	Suffix

(Please attach an encoded deposit slip to ensure your number is loaded correctly.)

SECTION 2 – BANK INSTRUCTIONS	TO: The Bank Manager
Bank	<b>Authorisation Code</b>  <b>0617044</b>
Bank Address	

I / We authorise you until further notice to debit my / our account with you all amounts which RD PETROLEUM LIMITED (hereinafter referred to as “the initiator”), the registered initiator of the above Authorisation Code, may initiate by Direct Debit.  
 I / We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

**Information to appear on my / our bank statement:**

Payee Particulars	Payer Code	Payer Reference
Your Signature(s)	Date	

Original retained at branch:		FOR BANK USE ONLY			Bank stamp
Approved	Date Received	Recorded by	Checked by		

### CONDITIONS OF THIS AUTHORITY

1. **The Initiator:**
  - a. has agreed to give advance notice of the net amount of each direct debit and the due date of debiting at least 10 calendar days before (but not more than 2 calendar months) the date the direct debit will be initiated. This notice will be provided either:
    - i. in writing; or
    - ii. by electronic mail where the Customer has provided prior written consent to the initiator. The advance notice will include the following message: “Unless advice to the contrary is received from you 3 (three) working days prior to Direct Debit date, the sum of \$..... will be directly debited from your bank account on the 20<sup>th</sup> or the following working day of each month.”
  - b. may, upon the relationship which gave rise to this authority being terminated, give notice to the bank that no further Direct Debits are to be initiated under this authority. Upon receipt of such notice, the bank may terminate this authority as to future payments by notice in writing to me / us.
2. **The Customer:**
  - a. may, at any time, terminate this authority as to future payments by giving written notice to the bank and to the initiator; and
  - b. may stop payment of any direct debit to be initiated under this authority by the initiator by giving written notice to the bank prior to the direct debit being paid by the bank.
3. **The Customer acknowledges that:**
  - a. This authority will remain in full force and effect in respect of all direct debits made from my / our account in good faith, notwithstanding my / our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the bank.
  - b. In any event, this authority is subject to any arrangement now or hereafter existing between me / us and the bank in relation to my / our account.
  - c. Any dispute as to the correctness or validity of an amount debited to my / our account shall not be the concern of the bank, except insofar as the direct debit has not been paid in accordance with this authority. Any other disputes lie between me / us and the initiator.
  - d. Where the bank has used reasonable care and skill in acting in accordance with this authority, the bank accepts no responsibility or liability in respect of:
    - i. the accuracy of information about direct debits on bank statements; and
    - ii. any variations between notices given by the initiator and the amounts of direct debits.
  - e. The bank is not responsible for, or under any liability in respect of, the initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me / us for any reason whatsoever. In any such situation, the dispute lies between me / us and the initiator.
4. **The Bank may:**
  - a. in its absolute discretion, conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me / us and given to or drawn on the bank; and
  - b. at any time, terminate this authority as to future payments by notice in writing to me / us; and
  - c. charge its current fees for this service in force from time to time.