



RD PETROLEUM FUELCARD – CREDIT APPLICATION

Otago Boys High School Foundation

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

- Step 1:** Fill in all details in Section 1A and Section 1B (this page), and Section 3A and Section 3B (next page).
- Step 2:** Applicant, Guarantors and Witnesses to sign Section 3A and Section 3B (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	LIMITED LIABILITY COMPANIES/ TRUSTS
Full Legal Name of Entity	
Type of Entity (please circle): Limited Liability Company / Trust / Incorporated Society	
Postal Address	
Suburb	Town / City and Postcode
Phone	Cell Phone
Fax	Email
Vehicle Registration Number(s) (please list all)	
Details – Director/Trustee 1:	
Full Name	Date of Birth
Postal Address	Phone
Details – Director/Trustee 2:	
Full Name	Date of Birth
Postal Address	Phone
Details – Accountant: Full Name	
Business Name	Phone
Business Postal Address	
Details – Solicitor: Full Name	
Business Name	Phone
Business Postal Address	
Details – Independent Contact Person: (not living at same address as any of the above)	
Full Name	Phone
Postal Address	
SECTION 1B – REFERRAL SOURCE	How did you hear about us? (please circle)
Word of mouth / RD Petroleum website / Sales Rep / Newspaper Advertising / Printed Flier / Radio	
Other (please specify):	
SECTION 2 – RD PETROLEUM INFORMATION FOR PAYMENTS	
Bank Account Number	06 0901 0336986 00
Payment References	Please use CUSTOMER NUMBER and / or CUSTOMER NAME
RD Petroleum GST Number	90 630 067
RD Petroleum Payment Terms	20 th of the month following date of invoice

SECTION 3A – DECLARATION and SIGNATORY DETAILS	(* = Mandatory information)
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1. I / We confirm that the foregoing statements are true and complete.
2. I / We understand that RD Petroleum reserves the right to decline any application.
3. I / We have read and understood the Terms and Conditions of this account application and agree to be bound by them.
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:
 - Veda Advantage will give you information about me for that purpose.
 - 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.
 - When other Veda Advantage customers use the Veda Advantage credit reporting service, Veda Advantage may give the information to those customers.
 - 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.
 - 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.

* Name (Person authorized to sign on behalf of Company/Trust)	*Authorized Signature:
*Guarantor 1(Director/Trustee) Signature:	*Guarantor 2(Director/Trustee) Signature:
*Guarantor 1(Director/Trustee) Full Name:	*Guarantor 2(Director/Trustee) Full Name:
*Date	

SECTION 3B – PERSONAL GUARANTEE & INDEMNITY	(* = Mandatory information)
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IN CONSIDERATION of RD Petroleum Limited continuing to supply goods and / or services from time to time

* to:.....(Name of Company/Trust)
 at my / our request (which request is hereby acknowledged).

* I / We:(Full Names of Directors/Trustees)

UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to RD Petroleum ("the Seller") of all moneys which are now owing to the Seller by the Customer ("the Buyer") and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in a contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller, the Guarantor will immediately on demand pay the relevant amount to the Seller.
2. **HOLD HARMLESS AND INDEMNITY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph hereof)) incurred by or assessed against the Seller in connection with:
 - (a) the supply of goods and/or services to the Buyer, or
 - (b) the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to collection agency costs or collection and legal costs calculated on a solicitor and own client bases; or
 - (c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I / WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remaining in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid, satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
5. If any payment received or recovered by the Seller is avoided by law, such payment shall be deemed not to have discharged the liability of the Guarantor and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor continued in this Guarantee and Indemnity shall bind them jointly and severally.
8. I / We have been advised to obtain independent legal advice before executing this Guarantee but have either waived or declined to take independent legal advice. I / We understand that I am / we are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.
9. The above information is to be used by the Seller for all purposes in connection with the Seller considering this guarantee and the subsequent enforcement of the same.
10. I / We irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I / We further irrevocably authorise the Seller to provide to any third party, in response to credit reference and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I / we may have with the Seller as a result of this guarantee being actioned by the Seller.

The following is to be dated and signed by the Guarantor/s (who acknowledge receipt of a copy of this document).

* Dated:
 (day) (month) (year)

GUARANTOR/S DETAILS	
*Guarantor 1(Director/Trustee) Signature:	*Guarantor 2(Director/Trustee) Signature:
*Guarantor 1(Director/Trustee) Full Name:	*Guarantor 2(Director/Trustee) Full Name:
WITNESS DETAILS	
<i>Guarantor signatures signed in the presence of:</i>	
*Signature of Witness 1:	*Signature of Witness 2:
* Full Name of Witness 1:	* Full Name of Witness 2:
* Occupation:	* Occupation:
* Address:	* Address:
* Address:	* Address:



RD PETROLEUM FUEL CARD – TERMS AND CONDITIONS

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

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 or annual card fees. 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.

Personal Property Securities Act 1999 (PPSA)

Security:

The Customer acknowledges and agrees that:

- (a) By assenting to these Terms, the Customer grants a security interest (by virtue of the retention of title clause in the “Ownership and Security Interest” clause of these Terms) to RD Petroleum in all Goods previously supplied by RD Petroleum to the Customer (if any) and all after acquired Goods supplied by RD Petroleum to the Customer (or for the Customer’s account); and
- (b) By assenting to these Terms, the customer grants RD Petroleum security in all its present and after acquired property, on the terms set out in Auckland District Law Society Inc’s General Security Agreement (REF: 6301)
- (c) These Terms shall apply notwithstanding anything, express or implied, to the contrary contained in the Customer’s purchase order.

Financing Statement:

The Customer undertakes to:

- (a) Sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which RD Petroleum may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register;
- (b) Not register a financing change statement or a change demand in respect of the Goods (as those terms are defined in the PPSA) without RD Petroleum’s prior written consent; and
- (c) Give RD Petroleum not less than 14 days prior written notice of any proposed change in the Customer’s name and/or any other change in the Customer’s details (including, but not limited to, changes in the Customer’s address, facsimile number, trading name or business practice).

Waiver and Contracting Out:

- (a) Unless otherwise agreed to in writing by RD Petroleum, the Customer waives their right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.
- (b) To the maximum extent permitted by law, the Customer waives their rights and, with RD Petroleum’s agreement, contract out of their rights under the sections referred to in sections 107(2)(c) to (e) and (g) to (i) of the PPSA.
- (c) The Customer agrees that nothing in sections 114(a), 133 and 134 of the PPSA shall apply to these Terms and, with RD Petroleum’s agreement, contract out of such sections.
- (d) The Customer and RD Petroleum agree that section 109(1) of the PPSA is contracted out of in respect of particular Goods if and only for so long as RD Petroleum is not the secured party with priority over all other secured parties in respect of those Goods.

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 20th 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 terms/s.

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

a) APPLICANT 1
b) APPLICANT 2