

# Contact Rockgas Auto LPG Fuel Card application

## Part 1 – details of applicant and guarantor



All applicants must complete sections 1–3 and 5–7. Should you require any assistance completing this form please phone 0800 807 300 toll free.

### 1. Applicant details

Your full legal name	<input type="text"/>	Fuel consumption	<input type="text"/>	litres per month	<b>Office use only</b> Customer number <input type="text"/>
Business trading name	<input type="text"/>				
Taxi company (if applicable)	<input type="text"/>	Taxi fleet number	<input type="text"/>		
GST number	<input type="text"/>	Years in business	<input type="text"/>		
Street address	<input type="text"/>				
Postal address	<input type="text"/>				
Contact numbers	Business <input type="text"/> <input type="text"/>	Home <input type="text"/> <input type="text"/>			
	> Area code > Number	> Area code > Number			
	Mobile <input type="text"/> <input type="text"/>	Fax <input type="text"/> <input type="text"/>			
	> Area code > Number	> Area code > Number			
Email	<input type="text"/>				
Customer type	<input type="radio"/> Taxi <input type="radio"/> Taxi company <input type="radio"/> Business <input type="radio"/> Private <input type="radio"/> Government				

### 2. Vehicle details

Year	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>	Reg number	<input type="text"/>
LPG installation type	Factory fitted	<input type="radio"/> Dedicated	<input type="radio"/> Dual				
	After market	<input type="radio"/> Dedicated	<input type="radio"/> Dual				
Other (please specify)	<input type="text"/>						
	<input type="text"/>						

### 3. Vehicle ownership details – (tick one and enter details below)

Tick one  Sole trader  Partnership  Owner  Driver  Account holder  Limited liability company

Other (please specify)

Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
		> Area code	> Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
		> Area code	> Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
		> Area code	> Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
		> Area code	> Number

### 4. Limited liability company only – personal guarantee (compulsory for Limited Liability Companies)

To Contact and associated companies

Full name	<input type="text"/>
Residential address	<input type="text"/>

In consideration to you supplying any goods or services or any other advances to the principal,

Company name	<input type="text"/>
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I hereby guarantee to you the due and punctual payment of all monies due by the principal to you. I agree that:

1. This guarantee is a continuing guarantee
2. This guarantee is not affected or discharged by granting to the principal of any time or credit, by any waiver indulgence or neglect to sue, the release of any securities or by the liquidation or the bankruptcy of the principal
3. My obligation under this guarantee shall be that of a principal debtor
4. The guarantee shall continue in force even if the principal's account with you may be from time to time in credit
5. I shall make payment to you of all sums due by the principal within seven (7) days of receiving a notice in writing of any default by the principal.

Signed by the guarantor	<input type="text"/>	<input type="text"/>
	> Name	> Signature
Signature of witness (in the presence of)	<input type="text"/>	<input type="text"/>
	> Name	> Signature
Witness occupation	<input type="text"/>	
Witness address	<input type="text"/>	Date <input type="text"/>

## 5. Auto LPG Fuel Card details

Vehicle registration number	Select PIN number (first digit can't be zero)	Name on card	Head office use
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## 6. Declaration

I/We confirm that the foregoing statements are true and complete. I/We understand that Contact Energy Limited reserves the right to decline any applications. Upon acceptance of this application, I/We agree to be bound by the terms and conditions as shown overleaf. I/We agree to payment terms being by direct debit on a fortnightly or monthly basis, as set out in the direct debit authority below.

### Pursuant to the Privacy Act 1993, the following is brought to your attention:

This application collects personal information about you for the purposes of providing a credit account, administration of that account and for the purposes of providing on-going information about Contact's products and services. The intended recipient of the information is Contact Energy Limited. This information is being collected and is held at Contact Energy Limited, PO Box 10742, Wellington 6143. Failure to provide this information may result in the application being declined. You have rights of access to, and may request the correction of, personal information about you held by us. • You authorise any person or company to provide us with such information as we may require in response to credit enquiries. • You authorise us to furnish any third-party details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by Contact. • Contact has the right to cancel the card or suspend its acceptance until any overdue payment is made. Any legal or other fees Contact may incur in recovering overdue amounts will be payable by the cardholder.

<input type="text"/> > Name	<input type="text"/> > Signature	Date <input type="text"/>
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## Direct debit authority

### 7. Applicant details

Name of account	<input type="text"/>				
Bank account from which payments are to be made	<input type="text"/> > Bank	<input type="text"/> > Branch	<input type="text"/> > Account number	<input type="text"/> > Suffix	Direct debit frequency <input type="radio"/> Fortnightly <input type="radio"/> Monthly
To the Bank manager					
Bank	<input type="text"/>				
Bank address	<input type="text"/>				
Town/city	<input type="text"/>				
<b>Authority to accept direct debits</b> Not to operate as an assignment agreement					
Authorisation code 0302886					

- I/We authorise you until further notice to debit my/our account with you all amounts which Contact Energy Limited (referred to as 'the initiator'), the registered initiator of the authorisation code stated on this form, may initiate by direct debit.
- I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed in Part 4 on the reverse of this form.

Account holder(s) signature(s)	<input type="text"/> > Signature	<input type="text"/> > Signature	Date <input type="text"/>
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### Information to appear on our Bank statement

<input type="text"/> > Payee particulars	<input type="text"/> > Payer code	<input type="text"/> > Payer reference
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<input type="text"/>	<input type="text"/>	<input type="text"/>
Date received	Recorded by	Checked by

## How to apply

Applying for your Auto LPG Fuel Card is easy!

- 1 Complete the attached application form. All applicants must complete sections 1–3 and 5–7. Limited liability companies must complete section 4.
- 2 Fold it, seal it and post it today. Simply drop it into any NZ Post postbox. No stamp is required.

New customers incur a one-off establishment fee per card. This fee will also apply where additional cards are required or existing cards require replacement due to being damaged, lost or stolen.

Contact us for further information on the Auto LPG Fuel Card.

**Phone:** 0800 807 300

**Email:** LPGenquiries@contactenergy.co.nz

**Web:** contact.co.nz/autolpg

## Part 2 – Contact Rockgas Auto LPG Fuel Card terms and conditions

### Issue of the Fuel Card

- 1 You agree that by submitting the application form, you have agreed to comply with these terms and conditions (the "agreement") between you and us.
- 2 Each Contact Rockgas Auto LPG Fuel Card ("Fuel Card") shall be:
  - a issued for the person and vehicle nominated in the application form;
  - b embossed with a number which will correspond with the registration number of the vehicle to which the Fuel Card is allocated; and
  - c valid only for the period stated on the Fuel Card (unless cancelled earlier).
- 3 You may have a number of Fuel Cards issued and linked to your account. You will be liable for all Fuel Cards linked to your account.
- 4 Each Fuel Card is assigned a personal identification number ("PIN"). You are responsible for the use of the Fuel Card by the person(s) who use it and have knowledge of the PIN.
- 5 We will maintain a separate account for each Fuel Card and will charge or credit to that account, as the case may be, the amounts of all sales and credit vouchers issued in respect of the Fuel Card.
- 6 Fuel Cards are our property and are not transferable. Your Fuel Card must be returned to us on request.
- 7 There will be a cost to replace your Fuel Card and it will only be issued after you have paid for it.

### Use of the Fuel Card

- 8 Each Fuel Card is authorised for use at all approved merchants who honour the Fuel Card as payment. Fuel Cards can only be used for Contact Rockgas Auto LPG purchases. You will purchase Contact Rockgas Auto LPG from any retail site having the Fuel Card facility (refer to contact.co.nz/autolpg). The price will be our current retail list price for your classification based on your monthly fuel use and filling location.

- 9 If any Fuel Card is lost or stolen, you must notify us immediately by telephone. If you fail to notify us of such a loss or theft immediately upon discovering it, then you may be liable for any reasonable charges incurred as a result of the unauthorised use of a Fuel Card from the time of its loss or theft until such time as notification of such loss or theft is received by us.
- 10 Any voucher document in respect of a Fuel Card transaction received by us and duly signed by an authorised user or authorised by the PIN for that Fuel Card shall be conclusive proof that the volume recorded on it was properly incurred.
- 11 If you do not use your Fuel Card for six months or more prior to its expiry, you will not automatically receive a new card. You must request a new Fuel Card and will incur a fee.
- 12 You agree to only use a Fuel Card at an unmanned 24 hour site after you have read and understood the safety instructions for self service sites and filling instructions in the Fuel Card handbook. Unmanned sites may be used for the re-filling of vehicles only.

### Fees, invoicing and payment

- 13 We may require you to pay fees from time to time as specified by us, such fees to be calculated as the reasonable reimbursement to us for actual costs incurred in connection with the Fuel Card or operation of your account. No fees will be refunded in the event of cancellation of any or all of the Fuel Cards issued.
- 14 We will prepare and send you regular individual invoices/statements in respect of each account.
- 15 You agree to pay all amounts owing in respect of Fuel Card transactions by direct debit from the Bank account set out in the application, by the due date on the relevant invoice.
- 16 You shall be liable for all costs of collection and legal fees incurred by us in recovering Fuel Card amounts payable by you.

### Liability

- 17 You shall be responsible, without limitation, for payment to us of all amounts properly debited to each Fuel Card.
- 18 We will only be liable to you for direct loss or damage suffered as a result of a breach by us of these terms and conditions, or our negligence provided that the loss or damage was reasonably foreseeable and not attributable to an event that is beyond our reasonable control.

### Termination

- 19 You may at any time terminate this agreement by written notice to us accompanied by the return of the Fuel Card(s). We may terminate this agreement at any time by written notice and on being notified that we have done so you will return the Fuel Card(s) to us.
- 20 Any termination of this agreement shall be without prejudice to your liability in respect of the use of the Fuel Card(s).

### Variation of terms

- 21 We reserve the right to vary these terms and conditions from time to time. The variation will become effective on notification to you which includes notification on our website.

## Part 3 – personal guarantee – limited liability company or where required

In consideration of us supplying any goods or services or any other advances to you, the Guarantor agrees to be personally responsible to us for all payments due to you and for the performance by you of all your obligations under these terms and conditions (including the payment of all sums owing from time to time).

The guarantor agrees that:

- a this guarantee is a continuing guarantee;
- b this guarantee is not affected or discharged by the granting to you of any time or credit, by any waiver indulgence or neglect to sue, the release of any securities or by your liquidation or bankruptcy;
- c the Guarantor's obligation under this guarantee shall be that of a principal debtor;
- d the guarantee shall continue in force even if your account with us may be from time to time in credit;
- e the Guarantor shall make payment to us of all sums due by you within seven days of receiving a notice in writing of any default by you.

## Part 4 – conditions of this authority to accept direct debits

- 1 The initiator:
  - a Has agreed to give written advance notice of the net amount of each Direct Debit and the due date of the debiting at least TWO business days before the date when the Direct Debit will be initiated. The advance notice will include the following message: 'The amount of \$ will be direct debited to your Bank account on initiating date.'
  - 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 the Authority.  
Upon receipt of such notice the Bank may terminate this Authority as to future payment by notice in writing to the customer.

- 2** The customer may:
  - a** At any time terminate this Authority as to future payments by giving written notice of termination to the Bank and to the initiator.
  - b** 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 passed to the customer's account in good faith notwithstanding the death or bankruptcy of the customer 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 the customer and the Bank in relation to the customer's account.
  - c** Any dispute as to the correctness or validity of an amount debited to the customer's account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between the customer 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:
    - the accuracy of information about Direct Debits on Bank statements; and
    - 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 the customer for any reason whatsoever. In any situation the dispute lies between the customer 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 the customer and given to or drawn on the Bank.
  - b** At any time terminate this Authority as to future payments by notice in writing to the customer.
  - c** Charge its current fees for this service in force from time to time.

### **Part 5 – general**

This Part 5 applies to all other Parts of these terms.

- 1** In these terms and conditions:
  - a** you and your means the applicant and the account holder described in Part 1 of this application.
  - b** we, us or our means and refers to Contact Energy Limited.
  - c** application means the Contact Rockgas Auto LPG Fuel Card application form that you must complete to make an application for us to provide the Contact Rockgas Auto LPG Fuel Card.
  - d** terms means Parts 2 to 5 (inclusive) of these terms and conditions.
- 2** Except as set out below, nothing in this agreement in any way limits your rights under the Consumer Guarantees Act (CGA).
- 3** To the maximum extent permitted by the CGA, and notwithstanding any other term of the agreement, it is agreed that the provisions of the CGA will not apply where the following conditions apply:
  - a** the goods and/or services (as applicable) covered by this agreement are, or (in connection only with the guarantee of acceptable quality in section 7A of the CGA, the gas or electricity) is, both supplied and acquired in trade; and
  - b** each of us is in trade and agrees to contract out of the provisions of the CGA. Where the above conditions apply, you and we acknowledge and agree we each consider it is fair and reasonable for us to be bound by this provision.
- 4** You may not assign, transfer or otherwise deal with any of your rights or obligations under these terms and conditions.