

Contact Rockgas Auto LPG loan and Fuel Card application

Part 1 – details of applicant and guarantor



All applicants must complete sections 1–4 and 6–8. 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	Office use only 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 and Vehicle conversion details

Year	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>	Reg Number	<input type="text"/>
Odometer reading	<input type="text"/>	LPG installation type	<input type="radio"/> Dedicated <input type="radio"/> Dual				
Conversion equipment	<input type="text"/>	Conversion amount \$	<input type="text"/>				
Annual kilometres driven	<input type="text"/>	kms per year	Fuel consumption litres per month	<input type="text"/>			
Conversion contractor	<input type="text"/>	Conversion contractor phone	<input type="text"/>				
Conversion contractor address	<input type="text"/>						
Stated equipment and price are suitable for conversion of the stated vehicle	<input type="text"/>						
	> Conversion contractor signature						

3. Term for supply of Auto LPG fuel and loan repayments

Auto LPG supply term of this agreement is 36 months

Loan amount \$ Repayment: 12 equal monthly instalments of \$

Shortfall margin 25 per cent. See Part 2, clause 11. Minimum monthly repayment level is \$100.

4. 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"/>
			> Area code > Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<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"/>
			> Area code > Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/>
			> Area code > Number

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

To Contact and associated companies

Full name

Residential address

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

Company name

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
> Name > Signature

Signature of witness (in the presence of)
> Name > Signature

Witness occupation

Witness address Date

6. Auto LPG Fuel Card details – not required if you already have an Auto LPG Fuel Card

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"/>

7. 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.

Date
> Name > Signature

Direct debit authority

8. Applicant details

Name of account

Bank account from which payments are to be made

> Bank

> Branch

> Account number

> Suffix

Direct debit frequency Fortnightly Monthly

To the Bank manager

Bank

Bank address

Town/city

Authority to accept direct debits
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 (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 5 on the reverse of this form.

Account holder(s) signature(s)

> Signature

> Signature

Date

Information to appear on our Bank statement

> Payee particulars

> Payer code

> Payer reference

Date received

Recorded by

Checked by

Part 2 – vehicle conversion and loan terms and conditions

Loan

1 We will lend you an amount up to the sum specified in Part 1, section 3 of the application including GST ('the loan') which you will use solely to convert the Vehicle(s) specified in Part 2 of the application ('Vehicle') to LPG. The loan is interest free and is provided to you conditional on your compliance with these terms.

Conversion

- 2** You are responsible for making arrangements directly with a conversion contractor approved by us. We can provide referrals on request. An agreement to convert the Vehicle must be on the conversion contractor's standard terms. The conversion contractor shall be fully responsible for providing you with all warranties and guarantees to which you may be entitled. We are not responsible for and do not guarantee any work undertaken by the conversion contractor.
- 3** The Vehicle must be converted using either a vapour or liquid injection system that is appropriate for use in that Vehicle.
- 4** We will pay to the conversion contractor the cost of the conversion work for the Vehicle(s) on your behalf up to the amount of the approved loan (including GST). Additional costs over the amount of the loan (if any) are your responsibility.

Repayment

- 5** You will repay the loan in equal monthly payments, the number and the quantum of which is specified in Part 1, section 3. Your repayments begin one month after the date of completion of the conversion.
- 6** Repayments must be made by way of direct debit from the Bank account set out in the application. You may make additional repayments of the loan at any time.
- 7** If you wish to sell the converted Vehicle prior to the loan being repaid, you must immediately repay in full the balance of the loan prior to the sale.

Conditions

- 8** The Vehicle being converted must:
- a** have travelled no more than 170,000 kilometres. You must provide to us on request a copy of your Vehicle's logbook or service records in order to validate the mileage; and
 - b** be under five years old if the Vehicle is used or is to be used as a taxi.
- 9** You must display a Contact Rockgas Auto LPG ('Auto LPG') bumper sticker on both the front and the rear bumper of the Vehicle.
- 10** We agree to make the loan to you on your undertaking that you will purchase a minimum of 400 litres of Auto LPG per month ('minimum quantity') using your Contact Rockgas Auto LPG Fuel Card ('the Auto LPG Fuel Card') during the period of 36 months after the date of conversion of the Vehicle.
- 11** If you fail to purchase the required minimum monthly quantity of Auto LPG during this period, we may:
- a** charge you a shortfall margin of 25 per cent as specified in Part 1 ('shortfall margin') of the uninvoiced Auto LPG amount for the month(s) that the quantity purchased falls below the minimum quantity, being a genuine estimation of the loss that we have suffered as a result of the minimum quantity not being purchased; and/or
 - b** require you to promptly repay in full the outstanding balance of the loan.

- 12** You will purchase Auto LPG from any retail site having the Auto LPG Fuel Card facility (through participating outlets – refer to contact.co.nz/autolpg). You must use your Auto LPG Fuel Card for all purchases. The price will be our current retail list price for your classification based on your monthly fuel use and filling location.
- 13** The LPG price will reflect the volume of Auto LPG you buy. This price may be reviewed by us from time to time if your purchases increase or decrease.
- 14** We undertake to keep our LPG pricing at competitive market levels throughout the term of this agreement. If you believe that you are not receiving competitive market prices you must notify us in writing with written proof of any alternative offers. We then have 28 days to conduct a price review and match the offer being tabled.
- 15** If we match the LPG price notified to us you must continue to purchase Auto LPG solely from us. If we do not match the price, we may terminate this agreement and require any outstanding balance of the loan to be repaid immediately.
- 16** You shall insure and keep insured the Vehicle and the conversion equipment, for our benefit, for its full value against all risks (and shall hold the entire proceeds of any insurance claim relating to the Vehicle on trust for us in a separate account).

Default and consequences of default

- 17** There will be a default if at any time:
- a** you default in payment on the due date of any amount owing under these terms;
 - b** you fail to comply with any of your other obligations under these terms; or
 - c** a representation, warranty or statement made by or on your behalf in connection with these terms is untrue, incomplete or inaccurate.
- 18** When or after a default occurs and without affecting any other rights we may have (including to charge default interest under clause 19), we may by notice to you:
- a** cancel the loan;
 - b** declare all or any parts of the amounts owing in relation to the loan to be immediately due and payable, in which case that debt will be due and payable; and
 - c** exercise all or any of our rights under these terms or at law.
- 19** In addition to our rights under clause 18, if you fail to make payment to us of any monies owing in respect of the loan or otherwise in respect of your Auto LPG Fuel Card account on or before the due date then you will pay interest to us on the outstanding amount at the maximum rate of interest from time to time payable by us to our principal banker for overdraft accommodation, plus a margin of 4 per cent. Interest will accrue from the due date until payment is made.

Termination

- 20** You may terminate these terms at any time upon written notice to us.
- 21** We may terminate these terms immediately if:
- a** your Auto LPG Fuel Card is terminated under clause 18 of Part 3 of these terms;
 - b** you fail to rectify a breach of any of your obligations under these terms within 10 days of receiving a notice from us requiring you to rectify the breach;
 - c** you become bankrupt or commit an act of bankruptcy or, being a company, go into receivership or become liable to be liquidated, or make any arrangement or composition with, or assignment for the benefit of, creditors, or suffer any execution to be levied upon your goods, or die or become of unsound mind or incapable of managing your affairs; or
 - d** you dispose of the Vehicle or cease to use Auto LPG as a fuel.

22 If this agreement is terminated under either clause 20 or 21, then the balance of the loan remaining outstanding shall immediately become due and payable by you to us, and you agree that we may recover any costs incurred in establishing your account under these terms if you or we terminate under clause 20 or 21(a), (b) or (d).

Personal Property Securities Act

23 You grant to us a purchase money security interest in the conversion equipment installed in the Vehicle as security for all amounts owing by you to us. You waive any right you may have to receive from us a copy of any financing statement, financing change statement, or verification statement registered or received by us in respect of these terms.

24 You agree that sections 114(1)(a), 133 and 134 of the Personal Property Securities Act 1999 ('PPSA') shall not apply on the enforcement by us of any security interest created or provided for by these terms. You also waive any rights you may have under sections 116, 120(2), 121, 125, 129, and 131 of the PPSA on such enforcement and agree that you shall not change your name without first notifying us in writing of the proposed name change and the new name at least seven days before the change takes effect.

25 You waive your right to:

- object to our proposal to retain any auto LPG or our equipment under section 121 of the PPSA
- receive notice of a removal of an accession under section 129 of the PPSA
- apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA, or
- receive a copy of a verification statement confirming registration of a financing statement or a financing change statement relating to any security interest created by this agreement

26 If you fail to comply with any of the provisions of these terms we, or our agent, may (subject to the terms of the Credit (Repossession) Act 1997 or Part 9 of the PPSA) enter upon and into buildings and premises owned, occupied or used by you, where the conversion equipment is situated, and retake possession of such equipment.

Right to cancel

27 The Credit Contracts and Consumer Finance Act 2003 gives you, if you are entering into the loan for personal purposes, a right for a short time after these terms have been disclosed to you to cancel these terms.

28 If you want to cancel these terms you must give written notice to us. You must also:

- a** return to us any advance and any other property received by you under the terms (but you cannot do this if you have taken possession of any goods or if you bought any property at an auction or if the contract is for the sale of services that have been performed); or
- b** pay the cash price of the property or services within 15 working days of the day you give notice.

29 If the disclosure documents are handed to you directly you must give notice that you intend to cancel within three working days after you receive the documents.

30 If the disclosure documents are sent to you by electronic means (for example, e-mail) you must give notice that you intend to cancel within five working days after the electronic communication is sent.

31 If the documents are mailed to you, you must give the notice within seven working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days.

32 If you cancel the contract we can charge you the amount of any reasonable expenses we had to pay in connection with the terms and its cancellation (including legal fees and fees for credit reports, etc).

33 This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately.

Part 3 – 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 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 4 – 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 (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 5 – 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 6 – general

- 1** This Part 6 applies to all other Parts of these terms and conditions.
- 2** 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 Conversion Loan and Contact Rockgas Auto LPG Fuel Card application form that you must complete to make an application for us to provide the loan and provide the Contact Rockgas Auto LPG Fuel Card.
 - d** terms means Parts 2 to 6 (inclusive) of these terms and conditions.
- 3** Except as set out below, nothing in these terms and conditions in any way limits your rights under the Consumer Guarantees Act (CGA). To the maximum extent permitted by the CGA, and notwithstanding any other provision of these terms and conditions, 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 these terms and conditions 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.
- 5** Any notice which shall be required to be given in terms of these terms and conditions shall be deemed to be given on the day after the day of posting to you of a notice properly addressed to the last address known to us or the address known in Part 1 of the application.