



Please return this form

By email
enquiry@waitomogroup.co.nz

By Mail
PO Box 5125
Hamilton 3242

Credit Application Form

Full Legal Name _____

Entity Type (please tick) Limited Company Individual Other _____

Trading as (if applicable) _____

Postal Address _____

Phone (Day) _____ Mobile: _____

Email _____

Nature of Business _____ Years in Business _____

Contact _____ Company Number _____

Position _____

Fleet Size _____
(Number of vehicles)

Accounts Contact _____ Phone _____

Bulk Fuel Deliveries (Please supply photos of all tanks).

Delivery Address 1 _____

Delivery Address 2 _____

If you have more sites, please call 0800 922 123 and we will arrange these for you

Estimated Monthly Usage

Storage Capacity

Diesel _____

91 Unleaded _____

Trade References

Company	Contact Name	Phone No	Account Open Since
_____	_____	_____	_____
_____	_____	_____	_____

I warrant to Waitomo Petroleum Limited:

1. That the above information is to the best of my knowledge and belief, true and correct; and
2. That I have carefully read and agree to be bound by the terms and conditions as printed overleaf; and
3. That I am duly authorised to make this credit account application on behalf of the applicant and of anyone duly authorised to enter into future contracts on behalf of the applicant

Signed
(Type Name) _____

Name _____

Position _____

Date

Office Use Only

Price Group _____
Credit Limit _____

Approved _____
Date _____

Fuel Card Details



Customer Name _____	Customer Number (For existing customers) _____
Contact _____	Expected Monthly Usage _____

CARD NAME	VEHICLE REGISTRATION	FLEET REFERENCE (EROAD use only)	Fuel & Oil	Diesel Only	Petrol Only	PIN Number	\$ LIMIT PER TRANSACTION
Max 15 Characters		Max 8 Characters				4 Digits	

INSTRUCTIONS

Please select one fuel option per card only
PIN Numbers (4 digits) are required for all cards
Unless agreed prior, direct debit payment is required for all card accounts
If more than ten (10) cards are required, please either re-use this page or call 0800 922 123 and we will arrange to have these loaded for you
Registration and fleet reference information is required if you wish to link your account with your EROAD account

Direct Debit Authority



Name of my account to be debited (acceptor)

Initiator's authorisation code
1 2 2 4 3 0 9

Name of my bank

Bank Branch Account Suffix

From the acceptor to

(my bank):

[insert name of acceptor's bank]

I authorise you to debit my account with the amounts of direct debits from **Waitomo Petroleum Limited** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement

Particulars Code Reference

Authorised signature/s
(Type name to sign electronically)

Date

Authorised Signatory 1

Authorised Signatory 2 (if required)

Specific conditions relating to notices and disputes

I may ask my bank to reserve a direct debit up to 120 calendar days after the debit if

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of the debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.

For Bank Use Only

Approved	Date Received	Recorded By	Checked By	Bank Stamp
2430				

CONDITIONS OF THIS AUTHORITY

1. The Initiator:

1.1 Will provide notice either:

1.1.1. in writing; or

1.1.2. by electronic mail where the Customer has provided prior written consent to the Initiator.

1.2 Has agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.

1.2.1. The advance notice will include the following message:

“Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date*).”

*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

1.3 May, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Instruction. Upon receipt of such notice the Bank may terminate this Instruction as to future payments by notice in writing to me/us.

2. The Customer may:

2.1 At any time, terminate this Instruction as to future payments by giving written (or by the means previously agreed in writing) notice of termination to the Bank and to the Initiator.

2.2 Stop payment of any Direct Debit to be initiated under this Instruction 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:

3.1 This Instruction will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.

3.2 In any event this Instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

3.3 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 in so far as the Direct Debit has not been paid in accordance with this Instruction. Any other disputes lie between me/use and the Initiator.

3.4 Where the Bank has used reasonable care and skill in acting in accordance with this Instruction, the Bank accepts no responsibility or liability in respect of:

3.4.1. the accuracy of information about Direct Debits on Bank statements; and

3.4.2. any variations between notices given by the Initiator and the amounts of Direct Debits.

3.5 The bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1.1, 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.

4.1 In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to his or any other Instruction, cheque or draft properly signed by me/us and given to or drawn on the Bank.

4.2 At any time terminate this Instruction as to future payments by notice in writing to me/us.

4.3 Charge its current fees for this service in force from time to time.

Terms and Conditions

1. What specific conditions apply to our cardholders?

1.1 In our cardholder agreement with you the words and phrases below are defined as follows:

- “Account Holder” means, if different from the person whose name is imprinted by us on the card, the person who has entered this agreement with us whose full legal name is stated on the account application;
- “cardholder” means in respect of a:
 - i) the person whose name is imprinted by Waitomo, on the Card
 - ii) the authorised person representing the company/business whose name is imprinted by Waitomo, on the Card.
- “Credit/Refund” means a credit/refund assigned to the Cardholder processed via an Electronic Transaction;
- “Card Cloud network” means Waitomo’s electronic funds transfer at point of sales network;
- “electronic transaction” means a Waitomo Fuel Card transaction effected through the Card Cloud network;
- “other goods” means those goods which are not products and, subject to the terms the Waitomo Fuel Card is issued on, are permitted to be purchased by the cardholder by presentation of the Waitomo Fuel Card;
- “PIN” stands for personal identification number issued by Waitomo to, or selected by, the cardholder in relation to a Waitomo Fuel Card;
- “products” has the meaning as defined earlier in these terms and conditions;
- “Waitomo Fuel Card” and “card” mean the Waitomo Fuel Card issued by us to the Cardholder;
- “Waitomo outlets” means Waitomo Fuel Stops, Waitomo Diesel Stops, Waitomo Dealerships, depots and fuel dispensing facilities throughout New Zealand where Waitomo Fuel Cards are able to be used; and
- “Waitomo Price” means the relevant price for products agreed in the customer’s account with Waitomo.
- In this agreement unless the context otherwise requires or specifically otherwise states:
 - (a) if the cardholder comprises more than one person, each of those persons’ liability is joint and several;
 - (b) reference to a party or person includes any form of entity and their respective successors, assignees and representatives;
 - (c) amounts are in New Zealand dollars; the singular includes the plural and vice versa and time is of the essence.

2. Who retains ownership of the card?

2.1 Waitomo retains ownership of, and title to, any Waitomo Fuel Card issued to a cardholder.

3. What is the cardholder required to do?

- 3.1 The cardholder must ensure a valid PIN has been set for the Waitomo Fuel Card for prevention of unauthorised or fraudulent use by any other person.
- 3.2 The cardholder must keep the card in a safe place at all times and ensure no-one else uses it. The cardholder cannot assign or pass on the obligations under this agreement to any other person.

4. How is the card to be used?

- 4.1 Any cardholder who is authorised by us may use the Waitomo Fuel Card for the purchase of fuel and oil from Waitomo outlets.
- 4.2 No purchase on a Waitomo Fuel Card is complete until the cardholder has properly completed an electronic transaction.
- 4.3 The card cannot be used to obtain cash from a Waitomo outlet or to purchase Waitomo gift vouchers or any other gift or petrol vouchers which may be available at the Waitomo outlet.
- 4.4 Waitomo Fuel Card purchases are charged at the lower of either the Waitomo Price or those which are charged at the relevant Waitomo outlet.
- 4.5 No single transaction on Waitomo Fuel Cards is able to exceed the transaction limit assigned to that card, transactions are not permitted to be split into smaller amounts and processed individually.
- 4.6 Where the cardholder, in any transaction, fails after three attempts to properly enter the PIN and have it accepted by the Card Cloud network, no purchase will be made by the cardholder.
- 4.7 The cardholder shall keep us informed of any change of address of the cardholder during the use of the card and the operation of the account.

5. What costs apply?

5.1 The cardholder will pay to us any transaction fee for each transaction on the Waitomo Fuel Card and any government charges, taxes, duties or levies, including GST, which may be applicable from time to time and any other fees charged by us.

6. What happens when the card is lost, stolen or mislaid?

- 6.1 If the card is lost, stolen, mislaid or the PIN number disclosed or if the cardholder knows the card is in the possession of another person, the cardholder shall immediately notify us of the loss and give us all relevant information.
- 6.2 Any delay may make the cardholder and account holder liable for unauthorised transactions processed on the Waitomo Fuel Card before the loss or theft was reported.
- 6.3 Provided the cardholder has complied with these terms and conditions and has made immediate notification of the loss of the card, in the event of subsequent unauthorised use of the card the maximum liability of the cardholder to us shall be \$50.00.
- 6.4 However, where the cardholder has not complied with these terms and conditions and there has been unauthorised use of the card, or when the cardholder has contributed to the loss by unreasonably delaying notification to us of a failure to retain possession of the card or by any fraudulent or negligent act, the cardholder’s liability shall be the lesser of:
 - (a) the actual loss at the time the cardholder notified us or the maximum amount the cardholder would have been able to access over this period; or
 - (b) the total credit available from the cardholder’s account.
- 6.5 If the cardholder’s action was unintentional the cardholder still may be liable for the loss if the cardholder has not complied with these terms.

**Terms and Conditions
(Continued)**

7. When is a card replaced?

7.1 We will replace any lost, stolen or damaged card, at the cardholder's request and on payment of any applicable fees. Any replacement card will be subject to the terms and conditions of this agreement as if it were the original card.

7.2 We may, at any time, charge a fee for a replacement card.

8. When does a cardholder agreement commence and when does it terminate?

8.1 This agreement shall commence when the cardholder is notified by us that they have authority to use the Waitomo Fuel Card.

8.2 The cardholder may terminate this agreement by giving us 14 days' written notice of such termination.

8.3 We may terminate this agreement at any time without notice to the cardholder.

8.4 On termination, the cardholder will cut the card in two and return both pieces of the card to us.

8.5 The cardholder and account holder, if different, will still be liable for any transactions made on the cardholders account and any other liability or obligation under this agreement up to the time of termination.

9. What other conditions apply to cardholders?

9.1 We may vary any or all of the terms of this agreement at any time by giving the cardholder 21 days' notice in writing if the change affects the cardholder's maximum liability for losses or adjusts any transaction limits.

9.2 We may at any time correct any error relating to a transaction on Waitomo Fuel Card, whether or not the correction is in the cardholder's favour.

9.3 Any difficulties the cardholder may experience with products or other goods purchased on a Waitomo Fuel Card remain the sole responsibility of the Waitomo outlet from which they were purchased, without recourse to Waitomo.

9.4 Any notice given by the cardholder must be marked to the attention of the manager and received by us either by facsimile or post.

9.5 Any notice given by us is delivered either to a company's registered office or to an individual's last known address or by public notice in the applicable metropolitan paper.

10. What also are you agreeing to in this agreement?

10.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.

10.2 Whether or not we can satisfy your order, may depend on stock supply.

10.3 If we fail to enforce any of the terms and conditions contained in this agreement, it shall not be deemed to be a waiver of any of the rights or obligations we have under this agreement.

10.4 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

These terms and conditions are subject exclusively to New Zealand law and any dispute is to be determined exclusively within New Zealand jurisdiction.