



Credit Application and Terms & Conditions

Full Legal Name _____ ("the Customer")

Type of Company (please select:)

Type Of Business/Industry _____

Postal Address _____ Post Code _____

Physical Address _____ Post Code _____

Phone (business) _____ Phone (mobile) _____

Email (business) _____ Email (accounts) _____

Accounts Contact _____ Accounts Phone _____

Email Invoices / Statements YES / NO Invoice Frequency _____

Directors/Individuals Name	Residential Address	D.O.B	Phone

Please note: Individual applicants must provide an acceptable form of photo identification, for example a Drivers Licence or Passport ID.

Bank _____ Branch _____

Accountant _____ Phone _____

Lawyer _____ Phone _____

Company Incorporation Number _____ Time in Business _____

Trade references must not be utilities e.g. power, phone, banks and finance companies

Trade References _____ Phone _____

Trade References _____ Phone _____

Trade References _____ Phone _____

REPRESENTATIVE USE ONLY				Representative Name			Tank Type		
Estimated monthly Fuel Volume (litres)				Diesel Rate		91 Rate			
Estimated monthly lubricant \$ spend				Prime		Elite		Wholesale	
Estimated monthly Fuel card \$ spend				Fuelcard Rate: Diesel Rate			91 Rate		
Excise Duty Report:		YES		NO		Lubricant:		YES ___ NO ___	
Suggested Fleet:		Yellow ___		Grey		Green		NA	
Previously from and reason				Invoice Frequency: Weekly ___ Fortnightly ___ Monthly ___					
Existing Customer		YES		NO		Account Code & Name:			
Managers Sign Off				Date:			Sector:		



Terms and Conditions

For the purposes of these Terms and Conditions (hereafter "Terms") the Customer named in the attached Credit Application (on the preceding page) shall be hereafter referred to as "the Customer". All references within these Terms to "the Supplier" are references to McFall Fuel Limited, its successors and assigns.

1. Terms

- 1.1 These Terms (together with any collateral written agreement entered into by the parties) shall apply to and govern the supply by the Supplier to the Customer of all goods and services (including but not limited to fuel, lubricating oils, fuel storage tanks (whether static or trailer mounted) and fuel management equipment) at the Customer's request. If there is any conflict or inconsistency between these Terms and the terms of any order submitted by the Customer or any price list, quotation, invoice or delivery docket issued by the Supplier, these Terms shall prevail, unless otherwise agreed in writing by the Supplier.
- 1.2 These Terms may only be varied in writing signed by a duly authorised signatory of the Supplier and no other employee, agent or representative of the Supplier shall have any authority to amend, modify or add to these Terms.
- 1.3 The Supplier reserves the right at any time and from time to time to amend, vary or add to these Terms in the manner set out in clause 1.2 with effect from the date of notification to the Customer.
- 1.4 The Customer warrants that the information provided in the Credit Application attached to these Terms is true and correct and is supplied for the purpose of obtaining credit with the Supplier.
- 1.5 The Customer warrants that the signatories to these Terms are duly authorised by the Customer to apply for credit and to execute these Terms and to grant a security interest over the Customer's property.
- 1.6 The Customer agrees to adhere to these Terms.

2. Credit Terms

- 2.1 The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from the Supplier stating that credit facilities have been given. Any credit facility granted is subject to these Terms. Until the Customer receives notice in writing from the Supplier any goods that are supplied by the Supplier to the Customer shall be on the basis of cash upon delivery.
- 2.2 The parties agree that in the event of the Supplier prior to approving credit granting to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier of any of these Terms nor be construed or taken to be either directly or by implication as a granting by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice (as set out in clause 2.1).
- 2.3 The Supplier reserves the right to impose a credit limit which may be altered at the Supplier's discretion with effect from the date of notification to the Customer.

3. Payment and Default

- 3.1 In the event of the Supplier granting credit facilities to the Customer then the following shall apply:
 - (a) The Customer will pay the Supplier in full the amount specified on each invoice on or before the specified payment date by direct debit, or such other method approved by Supplier in writing;

- (b) The Supplier may at its sole discretion apply any payments it receives from the Customer towards the satisfaction of any indebtedness of the Customer and it shall not be bound by any terms or qualifications that the Customer may make in relation to payments made under this or any other contract with the Supplier;
 - (c) Should the Customer default in the payment of monies under these Terms when due then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand and the Supplier shall be entitled to charge interest at a rate then applicable to a bank overdraft on businesses of the same kind as the Supplier's plus a margin of 2% per calendar month (accruing monthly and compounding) on all overdue accounts from the date of due payment until the date of actual payment;
 - (d) Any expenses, costs or disbursements incurred by the Supplier in the collection of any overdue moneys including debt collection agency fees and/or legal fees (on a solicitor/agent/client basis), shall be recoverable from the Customer;
 - (e) If any amounts payable by the Customer to the Supplier are overdue the Customer gives to the Supplier the irrevocable right or licence by its agents, servants and employees to enter the premises of the Customer or any other premises where the goods are situated (including any premises, land and buildings that the Customer may enter upon) without being liable in any way to the Customer, and the Customer shall indemnify the Supplier upon demand for all claims by any third party for any losses resulting from the Supplier effecting repossession.
 - (f) If the Customer fails to make any payment for the goods when such payment is due the Supplier may at its discretion defer deliveries until such breach is remedied by the Customer, or treat such as a repudiation of any supply agreement or arrangement.
- 3.2 In the case of the Customer tendering payment by a cheque, payment shall not have been made until the cheque is honoured on presentment and the moneys payable under it are received in the Supplier's bank account in cleared funds. Until such time receipt of the cheque shall not prejudice or affect the Supplier's rights or remedies against the Customer or the goods.

4. Acceptance

- 4.1 All orders are subject to and are not binding until their acceptance by the Supplier. Notwithstanding any arrangement granting credit to the Customer, the Supplier reserves the right to accept or decline acceptance of any order in its absolute discretion.
- 4.2 Any acceptance of an order shall only be conditional acceptance and be subject to the Supplier considering the Customer's credit status with the Supplier. If the Supplier considers the creditworthiness of the Customer unsatisfactory, it shall be entitled to cancel any order without in any way being liable to the Customer.
- 4.3 The Customer must notify the Supplier of any changes or cancellations in writing to fuel@mcfall.co.nz and / or by phone to 0800 623 255.

5. Price

- 5.1 The price of the goods and services shall be the standard price charged by the Supplier prevailing at the date of acceptance of the Customer's order plus any Goods and Services Tax (GST) thereon (except to the extent GST is expressly included).
- 5.2 Any increases in the cost of supply of the goods (including without limitation increases in the price of goods) between the date of acceptance of the order and the date of delivery of the goods shall be borne by the Customer.

6. Supply and Use of Goods

- 6.1 *Safety and Pollution:* Each party shall comply with all laws, regulations and orders applicable to the handling, transportation and delivery of products. To the extent that products include lubricating oils, the Customer acknowledges the importance of managing the life cycle of lubricating oils and once any lubricating oils have fulfilled their use as supplied, the Customer shall dispose of them through a government approved means.
- 6.2 *Use:* The Customer agrees not to sell the goods or products under the Supplier's trade mark or by reference to the Supplier's name.
- 6.3 *Temperature Correction:* Adjustment in volume owing to difference in temperature shall be made, where applicable, in accordance with tables published by ASTM D1250 as supplemented or amended from time to time.
- 6.4 *Non-Performance:* Neither party shall be deemed to be in default of nor shall be liable for the non-performance of any covenant, agreement or obligation under these Terms, except the Customer's obligation to pay for products delivered, if such default or non-performance arises from any cause beyond the reasonable control of such party. Lack of funds is not a cause beyond the control of a party. The Supplier is under no obligation to make delivery when in the Supplier's sole judgement the making of a delivery might cause a strike to be called against it, or cause its properties to be picketed.

7. Consumer Guarantees Act 1993

- 7.1 Where the Consumer Guarantees Act 1993 ("CGA") applies, the Customer shall have the benefit of all the guarantees and rights and remedies provided under the CGA, but no others. Where the Customer acquires, or holds themselves out as acquiring, the goods for business purposes, the CGA shall not apply.

Signatories Initials

8. Privacy Act 2020

- 8.1 The Customer irrevocably authorises any person or company to provide the Supplier with such information as the Supplier may require in response to its credit enquiries. The Customer further irrevocably authorises the Supplier to furnish to any third party details of this Credit Application and these Terms and subsequent dealings that the Customer may have with the Supplier as a result of this Credit Application and these Terms being actioned by the Supplier. Such authorisation being required to ensure compliance with the Privacy Act 2020.
- 8.2 The Customer may at any time access and correct its personal information held by the Supplier.

9. Indemnity

- 9.1 The Customer indemnifies the Supplier, its officers, employees and agents against any claims or losses incurred by the Supplier arising out of or in connection with the supply of goods (other than by reason of the Supplier's negligence).

10. Liability

- 10.1 To the extent permitted by law, the Supplier shall not be liable for any special or consequential damages arising, whether directly or indirectly out of the supply of goods or the performance or non-performance by the Supplier of any obligation under these Terms.

11. Risk and Title

- 11.1 Property in all goods shall pass to the Customer when the goods are paid for in cleared funds and all risk of any loss or damage or deterioration in respect of the goods shall pass to the Customer upon delivery to the Customer.
- 11.2 The Customer grants a security interest over all present and after-acquired goods supplied by the Supplier and their proceeds as security for payment of the price of those goods.

12. Demand and Notices

- 12.1 Demand may be made of, or notice given to, the Customer by the Supplier delivering, posting, faxing or emailing a letter, invoice or notice to the Customer at the Customer's nominated address set out in the Credit Application or at such other address as the Customer may designate in writing to the Supplier.

13. PPSA

- 13.1 The Customer will provide such information and do such acts and execute such further documents as in the opinion of the Supplier may be necessary or desirable to enable the Supplier to perfect under the Personal Property Securities Act 1999 ("PPSA") the security interest created by these terms as a first priority interest or with such other priority as the Supplier may agree in writing.
- 13.2 The Supplier may do all things which it thinks desirable to remedy any default by the Customer or otherwise protect the goods or the security interest created by these Terms.
- 13.3 The Customer irrevocably appoints the Supplier to be the Customer's attorney to do anything which the Customer agrees to do under these Terms and anything which the attorney thinks desirable to protect the Supplier's interests under these Terms and the Customer ratifies anything done by an attorney under this clause 13. The Customer agrees sections 114(1)(a), 133 and 134 of the PPSA shall not apply to these Terms or the security under these Terms.
- 13.4 The Customer waives the Customer's right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these Terms.
- 13.5 The Customer agrees that none of the Customer's rights as debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA shall apply to these Terms.
- 13.6 The Customer also agrees, where the Supplier has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

- 13.7 The Customer must not change the Customer's name without first notifying the Supplier of the new name not less than 7 days before the change takes effect.
- 13.8 The Customer must not allow or permit the creation of a lien over any of the goods supplied by the Supplier. ("Lien" means the Customer allowing or giving another person or party the right to retain or to have a charge over goods supplied by the Supplier as security for a debt and/or satisfaction of an obligation owed by the Customer to that other person or party).

14. Costs

- 14.1 The Customer will upon demand pay all the Supplier's expenses and legal costs (on a solicitor/agent/client basis) of or in connection with the registration of a financing statement or financing change statement relating to the security interest created by these Terms or obtaining an order under section 167 of the PPSA or the collection of overdue moneys or the exercise, enforcement or preservation of any right or interest under these Terms or any other contract with the Customer.

15. General

- 15.1 New Zealand law governs these Terms and New Zealand Courts have non-exclusive jurisdiction.
- 15.2 The rights, powers and remedies provided in these Terms are cumulative and do not prejudice or exclude any rights, powers and remedies provided by law.
- 15.3 The failure or delay of the Supplier to enforce any provision of these Terms shall not be treated as a waiver of any provision, nor shall it affect the Supplier's rights to subsequently enforce any provision. If any provision of these Terms is, or becomes invalid or unenforceable, that invalidity or unenforceability shall not affect the provisions of these Terms all which shall remain in full force and effect to the extent permitted by law, subject to any modification made necessary by the deletion of the invalid or unenforceable provision of these Terms.

- 16.6 By signing the sales docket provided by the retailer or entering the PIN, the Customer or Authorised User will have authorised the product purchase and any costs to be charged by the Supplier to the Customer's Fuelcard account. It is the Customer's or Authorised User's responsibility to ensure the sales docket or receipt correctly records the price, quantity of product purchased and any other details.

17. Charges

- 17.1 Purchase of products with the Fuelcard will be charged by the Supplier to the Customer's Fuelcard account. The Customer may also be required to pay:
- 3% on any non-fuel products;
 - Any Government duty or tax.

Terms of use of McFall Fuel Limited Fuelcard

16. General

- 16.1 In addition to the Terms set out in clauses 1 to 16 above, the Terms set out in clauses 17 to 22 apply to Customers who are issued with a Fuelcard ("the Fuelcard") by the Supplier.
- 16.2 The Fuelcard is issued by the Supplier for the person(s) or vehicle(s) nominated by the Customer and listed on the Supplier's Fuelcard form. The Customer, as the fuelcard account holder is responsible for the use of the Fuelcard(s) (including the Personal Identification Number(s) ("PIN")) by any persons who use the Fuelcard and have knowledge of the PIN(s), such persons hereafter referred to as "Authorised User." The Customer is responsible for ensuring that only the Customer and its Authorised User(s) use the Fuelcard. The Customer is also responsible for ensuring any Authorised User complies with these Terms.
- 16.3 The Fuelcard must be endorsed with the signature of the person named on the card, or imprinted with the registration number of the vehicle identified on the Fuelcard, in the space

provided. By endorsing the Fuelcard or using it, the Customer and any Authorised User agrees to be bound by these Terms. Do not write the PIN supplied on the Fuelcard. Do not disclose the PIN to anyone other than the Authorised User. It is the Customer's and Authorised User's responsibility to safeguard the Fuelcard(s) and the PIN. The Fuelcard remains the property of the Supplier at all times. The Supplier may, at any time, require the return of the Fuelcard.

- 16.4 The Fuelcard may be used to purchase BP Oil New Zealand Limited ("BP"), and Castrol NZ, a division of BP, specified products (including services) at participating retailers and automatic facilities approved by BP.
- 16.5 The Fuelcard cannot be used to obtain cash for refund of a product or otherwise. It is the Customer's responsibility to ensure that it or any Authorised User does not exceed any purchase limitation. The Customer is responsible for any purchase in excess of the purchase limitation. The Supplier is not liable to the Customer for any Fuelcard purchase in excess of the purchase limitation. Any purchase is strictly personal and not for resale.

17.2 The Supplier will debit the Customer's nominated bank account with the amount payable under the Fuelcard account, not earlier than the 20th day of the following month. It is the Customer's responsibility to ensure that its bank account has sufficient funds. If any debit from the Customer's bank account is dishonoured, if arrangement cannot be made direct with the Customer, the monies will be retaken without notice until payment is made. The Supplier has the authority to put a hold on Fuelcard(s) until outstanding balances are cleared. The Customer will be responsible for any legal fees (on a solicitor/agent/client basis) or collection fees incurred by the Supplier in recovery of any outstanding amounts, in accordance with clause 3.1(d) above.

18. Invoices

18.1 The Supplier will provide the Customer with a monthly invoice/statement recording all Fuelcard transactions.

19. Liability

19.1 Any purchase of products on the Fuelcard is between the Customer and the participating retailer. The Customer acknowledges that the Supplier has no liability to the extent permitted by law, directly or indirectly, in respect of any products purchased by the Customer or Authorised User on the Fuelcard.

19.2 The Supplier is not liable for the actions of any participating retailer or any product sold by any participating retailer. The Supplier is not liable for any fault in the Fuelcard or any automatic facility.

19.3 If the Customer or Authorised User notifies the Supplier of any defective product from an automatic facility within 48 hours of delivery, the Supplier will issue a credit to the Customer which will be recorded against the Customer's Fuelcard account, or the Supplier will replace the product.

Prior to the Supplier issuing a credit or a replacement for any defective product the Supplier must first be satisfied that the subject product is in fact defective and for this purpose the Supplier reserves its right to request proof of the defect and/or to investigate the purported defective product.

20. Cancellation

20.1 The Customer may cancel any Fuelcard it no longer requires by returning the Fuelcard (cut in half) to the Supplier. The Customer's Fuelcard account will be charged with any product purchases made up to the time the Supplier receives the cancelled card. The Customer's Fuelcard account will remain active for all other Fuelcards issued to the Customer (if any) not returned to the Supplier.

20.2 The Customer may close its Fuelcard account by giving the Supplier fourteen (14) days written notice and returning all Fuelcards (cut in half) issued by the Supplier to the Customer and/or any Authorised User.

22.7 The Customer irrevocably grants leave and licence to the Supplier or its agents to enter upon the property or premises of the Customer or any other person or corporation to search for and to take possession of the Tanks and Equipment without being liable in any way to the Customer.

23. Repairs and Maintenance

23.1 During the period in which the Customer is in possession of the Tanks and Equipment:

(a) when any repairs or maintenance to the Tanks and Equipment is required the Customer will advise the Supplier and provide details of the repairs or maintenance required. The Supplier will at its discretion and where appropriate direct who will carry out any maintenance or repairs;

(b) in the absence of any direction by the Supplier, the Customer shall immediately arrange for any required repairs or maintenance to be carried out in a proper and workmanlike manner;

(c) the Supplier may require the Customer to arrange for any agreed repairs to be carried out as directed and pay the associated costs;

(d) the Supplier may, at its sole discretion, attend to or arrange for any repairs and maintenance to be carried out. The Customer will be liable to the Supplier for any cost and expenses reasonably incurred in repairing or maintaining the Tanks and Equipment;

(e) The Supplier may inspect and service the Tanks and Equipment from time to time, [the cost of which is recoverable from the Customer].

23.2 Upon return of the Tanks and Equipment to the Supplier, whether due to termination of the agreement contained in these Terms or

20.3 The Supplier may close the Customer's Fuelcard account without notice if the Customer and/or any Authorised User do not observe any of these Terms, or if the Customer fails to pay any amount due on its Fuelcard account.

20.4 When the Customer's Fuelcard account is closed the full amount outstanding on the Fuelcard account and any charge or interest becomes payable immediately. Interest will accrue in accordance with clause 3.1(c) above on any sum owing by the Customer to the Supplier until the total amount outstanding is paid in full.

21. Loss and unauthorised use of Fuelcard

21.1 If any Fuelcard is lost, stolen or misused, the Customer or Authorised User must notify the Supplier immediately by telephone and confirm the notification in writing or by email within 24 hours of the Fuelcard being lost, stolen or misused.

21.2 The Customer will be not liable for any unauthorised transactions on the Fuelcard made after written notification of cancellation (due to loss or theft or misuse) is received by the Supplier.

21.3 The Supplier will not be liable for any transactions on the Fuelcard effected prior to the day (being a usual working day) that the Supplier receives the Customer's written notification requesting cancellation (due to loss or theft or misuse).

repossession by the Supplier, without limitation, the Customer accepts liability for payment of all costs of and associated with repair, refurbishment, and/or maintenance of the Tanks and Equipment if the Tanks and Equipment are returned to the Supplier in a condition deemed by the Supplier, at its sole discretion, to be an unacceptable state of repair having regard to what is reasonably considered "fair wear and tear". In determining that is "fair wear and tear" the Supplier will assess the Tanks and Equipment on a case by case basis and give consideration to the Tanks and Equipment's age, operating hours and overall condition, including without limitation, its general appearance, structural and mechanical condition and, in relation to trailer tanks, the condition of the trailer.

24. Insurance

24.1 Whilst in possession of the Tanks and Equipment the Customer will, at its own expense, keep the Tanks and Equipment insured at a full replacement value, such value to be determined by the Supplier and notified to the Customer. On request by the Supplier the Customer will provide a copy of the requisite insurance policy.

Terms of use of McFall Fuel Limited's Tanks and Equipment

22. General

22.1 In addition to the Terms set out in clauses 1 to 21 above, the Terms set out in clauses 22 to 26 apply to Customers who are provided with fuel tank(s), either trailer tank(s) and/or static tank(s) on stands, and fitted fuel management equipment (if applicable) (Tanks and Equipment) by the Supplier.

22.2 The Tanks and Equipment are, and will remain, the sole, absolute and exclusive property of the Supplier. The Tanks and Equipment are subject to the provisions of the PPSA (as set out in clause 13 above).

22.3 The Supplier will arrange for delivery of the Tanks and Equipment to the location/premises designated by the Customer, all costs and expenses of such delivery are payable by the Customer.

22.4 The Customer and/or its employees and/or agents, while in possession of the Tanks and Equipment, shall at all times comply with all industry standards and any additional instructions given by the Supplier in respect of the use, maintenance and/or storage of the Tanks and Equipment.

22.5 Upon termination of the agreement contained in these Terms, the Tanks and Equipment shall immediately be made available for collection by the Supplier and the reasonable costs of collection of the Tanks and Equipment incurred by the Supplier shall be recoverable from the Customer.

22.6 In the event of default by the Customer (as defined in clause 3 above), the Supplier will have the right to immediately take possession of the Tanks and Equipment from the Customer. Any costs incurred by the Supplier in taking possession of the Tanks and Equipment will be recovered from the Customer as a debt due and owing to the Supplier.

Signatories Initials

24.2 Without limiting the liability of the Customer under these Terms, whilst in possession of the Tanks and Equipment the Customer will, at its own expense, keep in force a public liability insurance policy indemnifying the Customer and the Supplier against all claims in respect of damage to property or death or bodily injuries arising in connection in anyway with the Tanks and Equipment, with a recognised insurer approved by the Supplier for an amount not less than \$1,000,000. The Customer will provide the Supplier with a copy of its public liability policy upon request.

25. Use, Storage and Licensing

25.1 Whilst in possession of the Tanks and Equipment and where the Tanks and Equipment are mounted on a road trailer:

- (a) the Supplier will register the Tanks and Equipment and license them under the Land Transport Act 1998. The Supplier will retain at all times the Certificate of Registration of the Tanks and Equipment;
- (b) the Supplier will ensure at the commencement of the agreement contained in these Terms that there is a current Certificate/Warrant of Fitness for the Tanks and Equipment (if applicable);
- (c) the Customer shall thereafter ensure that any Certificate/Warrant of Fitness is kept current and pay for the same whilst in possession of the Tanks and Equipment;
- (d) the Customer will, not later than the date of expiry of each Certificate/Warrant of Fitness, send to the Supplier notice in writing that the Certificate/Warrant of Fitness has been renewed for the ensuing period.

25.2 The Customer shall be responsible for the security, storage and proper use of the Tanks and Equipment whilst in possession of the Tanks and Equipment.

25.3 The Customer acknowledges that it is possessing the Tanks and Equipment for the express and exclusive purpose of storing, distributing and/or transporting for consumption in the Customer's own business the brand of fuel supplied by the Supplier.

25.4 Whilst in possession of the Tanks and Equipment the Customer will not use the Tanks and Equipment for storing, distributing or transporting any other brand of fuel, diesel, product, liquid, slurry or any material other than the that supplied by the Supplier.

25.5 The Customer will, prior to using the Tanks and Equipment for any purpose and whilst in possession of the Tanks and Equipment, obtain in the name of and at the cost of the Customer such license or licenses as shall be required in respect of such use under the provisions of the Hazardous Substances and New Organisms Act 1996, the Health and Safety at Work Act 2015, any Regulations made thereunder and any other Act, Regulation, by-law applicable to the Tanks and Equipment and its use by the Customer.

25.6 The Customer will not move the Tanks and Equipment from the location where the Supplier and the Customer mutually agree the Tanks and Equipment is to be located without the prior consent of the Supplier. It is acknowledged that the Customer is able to move the Tanks and Equipment with an approved lifting apparatus for the purpose of their business.

25.7 The Customer shall permit the servants and agents of the Supplier at all reasonable times and from time to time to have access to the Tanks and Equipment and to enter on any premises on which the Tanks and Equipment may be for any purpose whatsoever including the right to take samples of the contents of the Tanks and Equipment for testing or the recovery of the Tanks and Equipment in accordance with these Terms.

25.8 The Customer will ensure that all agents, servants, clients, customers, visitors or invitees of the Customer will:

- (a) adhere to and perform all these Terms;
- (b) hold all licences required in respect of the Tanks and Equipment and/or their use;
- (c) comply with all applicable laws, regulations and bylaws including without limitation the provisions of the Hazardous Substances and New Organisms Act 1996, the Health and Safety at Work Act 2015, and any other Act or by-law applicable to the Equipment or its use; and
- (d) not commit or allow to be committed any breach of any such Act, Regulation, by-law or legal duty.

26. Indemnity and Liability

26.1 In addition to, not in substitution for, the Terms set out in clauses 9 and 10 above, during the period in which the Customer is in possession of the Tanks and Equipment the Customer indemnifies and will keep indemnified the Supplier from and against all actions, suits, claims, demands, costs, damages, fines and expenses in respect of which the Customer shall or may be liable in respect of breach of these Terms, loss of and/or damage to the Tanks and Equipment; misuse or neglect of the Tanks and Equipment including, without limitation, incorrect Fuel use; any contravention of or non-compliance with these Terms, any Act, Regulation or by-law applicable to the Tanks and Equipment or their use and operation, including any loss, damage, accident or injury sustained or occasioned in connection with the actions or omissions on the part of the Customer or those for whom the Customer is responsible, which give rise to any of the issues specified above.

26.2 The Supplier will not be liable for any contamination of fuel in the Equipment.

27. Personal Guarantee

27.1 In consideration of the Supplier agreeing to extend a credit facility to the Customer and agreeing to supply or continuing to supply the Customer with goods, in the event the Customer is a limited liability company, limited partnership, partnership, trust, incorporated society or any other entity other than an individual person, the undersigned jointly and severally (if more than one) **HEREBY GUARANTEE** to the Supplier (and its successors and assigns) the due and punctual payment of all moneys due and the performance of all obligations to the Supplier by the Customer and the undersigned agree to pay such moneys and perform such obligations on demand to the Supplier, and as between the

Supplier and the undersigned, the undersigned shall be deemed to be principal debtor(s) of the Supplier.

27.2 This guarantee shall be a continuing guarantee to the Supplier for all moneys and all obligations whatsoever owing by the Customer to the Supplier in respect of any goods supplied and shall remain in force until this guarantee is released by the Supplier in writing. This guarantee shall not be discharged by any settlement of account. The liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:

- (a) The granting of time, credit or other indulgence or other concession by the Supplier to the Customer;

- (b) Any alteration, modification, variation or addition to any agreement in respect of the supply of any goods;
- (c) The liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement, in respect of the Customer;
- (d) Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect any obligations under this guarantee or any of the rights, powers or remedies conferred by this guarantee or by law.

For and on behalf of the Customer, _____ (full name of customer), I/we confirm I/we have read, understood and accept the above Terms and Conditions and I/we and the customer, agree to bound by them. I/we understand that by signing these Terms and Conditions I am/we are agreeing to be bound by the personal guarantee contained herein (at clause 27 above).

Name of Signatory (please print): _____ Signature: _____

Position of Signatory (please print): _____ Date: _____

Name of Signatory (please print): _____ Signature: _____

Position of Signatory (please print): _____ Date: _____

Please note: If the Customer is a limited liability company these Terms **must** be signed by a director of the Customer company. If the Customer is a limited partnership these Terms must be signed by a general partner.



Persons authorised to act on your behalf

Business / Organisation Name: _____

To protect your privacy and security we will only discuss your account with authorised personnel whom you have approved to act on your behalf. If the person leaves or you no longer wish them to act on your behalf please contact us immediately to have them removed from your account.

Full Name of Person: _____

Authorised to act on your behalf for the following:

- Fuel Deliveries - Ordering, Cancelling, Tracking Lubricant Deliveries - Ordering, Cancelling, Tracking
- Fuel Cards - Ordering, Cancelling, Changing Pins, Changing Names on Cards(s)
- BPME App Approval & Authorisation
- Accounts - All Aspects

Full Name of Person: _____

Authorised to act on your behalf for the following:

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Full Name of Person: _____

Authorised to act on your behalf for the following:

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- BPME App Approval & Authorisation
- Accounts - All Aspects

Signature _____

Date _____

MCFALL FUEL LTD UFBA FUEL CARD



This Section Must Be Completed

Fuel Card Purchase Options

CODE	DESCRIPTION
AP	All Purchases
FO	Fuel Only (ALL FUEL INCL. DIESEL)
DO	Diesel Only
FOO	Fuel & Oil Only
FOC	Fuel & Oil & Car Wash
DOC	Diesel & Oil & Car Wash
DOO	Diesel & Oil Only
FOL	Fuel/Oil/LPG Bottle
DOL	Diesel/Oil/LPG Bottle
DORM	Diesel/Oil/R & M
FORM	Fuel/ Oil/R & M
910	91 Only
9100	91 & Oil Only
LPGO	LPG Only

INSTRUCTIONS

- UFBA member fuel cards are restricted to Fuel Only (FO)
- Fuel card references are what you require for reporting purposes. Driver names and/or registrations can be used, similarly Fleet numbers etc. Each Reference has limited characters available.
- All reference fields are embossed on your fuelcard.
- PINS are mandatory. Please specify your four-digit PIN for each card.

• Fuelcard Wallet Required – Please Choose YES: NO:

Customer Name: _____

Customer No: _____

Contact: _____

Date: _____

PURCHASE OPTIONS (Please Select)	CUSTOMER / COMPANY NAME Auto Embossed on Card (27 Characters)	CARD DESCRIPTION (ie Driver / Vehicle Description) (27 Characters)	REFERENCE 1 (ie Vehicle Registration or Fleet Number (10 Characters)	PIN (4 Digits)	\$ LIMIT PER TRANSACTIONS (Please Select)
FO					\$250
FO					\$250

Representative Use Only:

Sales Rep: _____ Total No. of Cards: _____ DD FORM: YES: NO: Fuel Monitor System: OPT: Fuel Card Rate: _____

Managers Sign off: _____ Comments _____