



Hi there

Attached is our Credit Application and Direct Debit form. Please read the terms and conditions carefully, and complete all the fields on these forms. Also, please refer to the check list attached and ensure all the boxes are ticked.

Please email completed forms to minitankers.service@z.co.nz, so we can start performing credit and reference checks to speed up opening your account.

We aim to process your completed application as soon as possible; however incomplete applications may cause a delay in this process.

Once your account has been approved and loaded in our system, we'll be in touch by email with your account details.

If you have any questions about completing the application please give us a call on 0800 111 666 or drop us a line at minitankers.service@z.co.nz.

Yours sincerely

Credit Controller

CHECK LIST FOR CREDIT APPLICATION FORM

Please ensure all the boxes are ticked to avoid delays in processing your application

- Customer Information: Pages 3 - 4
- Agreement to open an account: Page 5
- Direct Debit form: Page 6
- Personal Guarantee: Page 9
- Proof of identification: ie. Copy of passport, Drivers Licence, Birth Certificate: Page 8
- Terms and conditions to be initialled: Page 10 – 13

Please email completed application to:

E: minitankers.service@z.co.nz

Account Application Form

To help us open your account as quickly as possible, please write clearly, and complete **all required fields** as marked with an asterisk (*).



If you need help to complete this form, phone 0800 111 666, or refer to your application guide.

To apply for an account you need to be:

- An authorised business representative who can enter into a contract
- Aged 18 years or over
- GST registered

A. Customer information

Date of application *	<input type="text"/>		
Legal name * (your name if sole trader)	<input type="text"/>		
Trading name* (if different)	<input type="text"/>		
Company registration number*	<input type="text"/>		
Street address *	<input type="text"/>		
Postal address * (If different from above)	<input type="text"/>		
Site delivery address Contact Name and Phone Number	<input type="text"/>		
Estimated monthly fuel volume (litres) *	<input type="text"/>	Requested monthly account credit limit*	<input type="text"/>
What best describes your main business activity *	<input type="text"/>		

If requested credit limit is more than \$10,000 per month, please attach a full set of latest Financial Statements

Delivery instructions

Please tick any special delivery requests or reports required and where these should be sent

<input type="checkbox"/> Order number required	<input type="checkbox"/> Fill from fleet list only
<input type="checkbox"/> Automated docket – email address:	_____
<input type="checkbox"/> Fuel analysis report – email address:	_____

Account key contact details

This is the person with the authorisation to make changes to the account.

Please note: invoices and statements will be sent by email to this address.

Contact name *	<input type="text"/>	Landline *	<input type="text" value="()"/>
Position *	<input type="text"/>	Mobile number *	<input type="text" value="()"/>
Email address *	<input type="text"/>		

Accounts payable contact details

If different from the key contact above.

Contact name	<input type="text"/>	Landline	<input type="text" value="()"/>
Position	<input type="text"/>	Mobile number	<input type="text" value="()"/>

Fly Buys or Air New Zealand Airpoints™

If your Mini-Tankers account is eligible to collect Fly Buys Points or Airpoints Dollars™, you can link your preferred loyalty scheme to your account to collect Fly Buys or Airpoints™ when you purchase with us.

If you don't have your loyalty number on hand, you can add this after you've completed your form by calling us on 0800 111 666.

Fly Buys number 6014

OR

Airpoints number First name or initial as on your Airpoints account Last name as on your Airpoints account

<input type="text"/>	<input type="text"/>	<input type="text"/>
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B. Agreement to open an account and to a credit check

An authorised business representative of the applicant must complete and sign this section.

If you need more than one person to sign this Agreement, please photocopy this page, complete the additional details (including signatures) and attach the additional page to the application.

Examples where more than one person may need to sign include: if the applicant is a company and the constitution requires 2 directors to sign, if the applicant is a trust and the trust deed requires more than one trustee to sign.

Agreement

I agree that:

1. I am making this application on behalf of the applicant named in section A of this application form
2. I am over 18 years of age and I am duly authorised by the applicant to make this application on its behalf.
3. I warrant that the information provided in each of the application form, the card issue details, the personal guarantee and the direct debit authority (as applicable) is true and correct.
4. I understand that Z reserves the right, in its sole discretion, to decline any application. I will not dispute any decision by Z to decline an application.
5. Where applying to open a Mini-Tankers account, I acknowledge that I have read the Mini-Tankers (a division of Z Energy Limited) Products Account Conditions of Sale and that the applicant will be bound by those Conditions of Sale.
6. If the applicant does not make payments by the due date, the applicant will be liable for all costs incurred by Z in recovering and/or attempting to recover the amount owed.
7. I authorise any person or company to provide you with such information as you may require in response to your credit enquiries.
8. I authorise you to provide details of this application and any additional information acquired in the course of the applicant's business relationship with Z to other business units within the Z group of companies, and to providers of credit and/or to credit reference and reporting agencies, in accordance with the Privacy section set out in the Mini-Tankers Terms and Conditions and with Z's Privacy Policy as published on **z.co.nz**, and that the Privacy Policy shall apply to any personal information provided to Z.

Full name - including all and any middle names *

Date of birth*

<input type="text"/>	<input type="text"/>
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Residential address *

Phone *

<input type="text"/>	<input type="text"/>
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Position/Job Title *

Signature *

<input type="text"/>	<input checked="" type="text"/>
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Direct Debit Authority

Z Account Number (if existing Customer)

Name of my account to be debited (acceptor)

Name of my bank:

Bank

Branch

Account

Suffix

Initiator's Authorisation Code

0	6	0	8	4	1	8
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Approved

0841 | 05/19

From the acceptor to

(my bank):

I authorise you to debit my account with the amounts of direct debits from **Z Energy 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:

Z Account Number

Authorised signature/s:

Date:

____ / ____ / ____

Specific conditions relating to notices and disputes

I may ask my bank to reverse 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 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 2 business 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.

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for double-sided printing**

D. Personal Guarantee

A Personal Guarantee will be required to open an account.

TO: MINI-TANKERS a division of Z Energy Limited, ("Z"), a duly incorporated company having its registered office at Wellington.

IN CONSIDERATION of Z agreeing to supply products and/or other goods and services and/or to make advances to:

Applicant name *

("the principal debtor")

I guarantee to Z the due and punctual payment of all obligations that are now and/or that may in the future be due and payable or required to be performed by the principal debtor to Z and I will be liable to Z for any such amounts.

I agree that the following provisions shall be applicable to this guarantee:

1. This guarantee is a continuing guarantee and will operate regardless of any intervening payment, settlement of account or any other matter whatsoever (including that the principal debtor's account with Z may from time to time be in credit), until a final release has been signed by Z and delivered to me.
2. A granting of credit, extension of former credit or granting of time to the principal debtor for the payment of any amounts due, or a delay, waiver, indulgence or neglect or decision not to sue on Z's part, or the release of any security held by Z, or the liquidation, incapacity or bankruptcy of the principal debtor will not affect my liability to Z under this guarantee.
3. I will be deemed to be a principal debtor and I will be liable to Z accordingly.
4. Within seven (7) days of notice in writing being given to me of any failure on the part of the principal debtor to pay amounts due to Z, I will make payment to Z of all sums in respect of which such failure has been made (including all costs or losses incurred or suffered by Z in recovering and/or attempting to recover any amounts owed or as a result of me failing to meet the conditions of this Personal Guarantee) whether or not demand for payment has been made on any other person.

I agree to the above Personal Guarantee in favour of Z Energy.

Guarantor's full name (first, middle, last)*

Date of birth:

Signed by the said Guarantor: *

X

Dated on *

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

Proof of I.D. provided (a copy of a NZ driver's licence, Passport or Birth Certificate)

5. If more than one person is providing a Personal Guarantee, please photocopy this page, complete the additional details (including signatures) and attach the additional page to the application.

Mini-Tankers (A Division of Z Energy Limited) Products Account Conditions of Sale

The Terms and Conditions apply to all Products supplied to you by Z unless you enter into a formal written supply agreement with us. If you enter into a formal written supply agreement for Products with Z, the contractual relations between Z and you will be governed by the terms of that agreement.

1. Interpretation

In these Conditions of Sale:

The words "**we**", "**our**" and "**us**" mean Mini-Tankers (a division of Z Energy Limited) and the words "**you**" and "**your**" mean the Account Owner;

Account means your account with us for the purchase of Products;

Account Owner means the company or person(s) at whose request we agree to open an Account;

Conditions of Sale means these Mini-Tankers (A Division of Z Energy Limited) Products Account Conditions of Sale;

GST means goods and services tax chargeable pursuant to the GST Act;

GST Act means the Goods and Services Tax Act 1985 as amended or replaced;

Law means any Act of Parliament, regulation, by-law, order, code, licence, permit, approval, regulatory instrument or any other subordinate instrument, or any other legally binding direction or requirement;

Payment Date means, as determined by us in our sole discretion, the date of delivery of Products to you, or a specified date following delivery as set out in any credit terms we agree with you in writing; or if we specifically agree that Products are to be delivered on consignment, the payment date will be determined by reference to the date you uplift the consigned Products;

PPSA means the Personal Property Securities Act 1999 as amended from time to time;

Premises means the land, properties or buildings to which the Products are to be delivered (as specified by you in an order);

Privacy Policy means our privacy policy, a copy of which is available on our website, z.co.nz;

Products means the products, including but not limited to fuel products, supplied or to be supplied by us to you;

Security Interest has the meaning given to that term in section 17 of the PPSA;

Storage Equipment means any equipment in which you store any of the Products;

Terms and Conditions means the Conditions of Sale together with any terms offered by us and accepted by you at the time of your application for your Account (whether by Account Application Form or otherwise) and any amendment of, or addition to, the same pursuant to clause 13 of these Conditions of Sale; and

Working Day means any day (other than a Saturday or Sunday) on which the banks are open for business in Wellington.

2. Deliveries

(a) We may make, or arrange to be made, deliveries of Products to you by such means of delivery and in such tanks or other containers as we may, in our sole discretion, decide.

(b) We will use reasonable endeavours to deliver Products to you as you order them and in accordance with our delivery schedule, provided that you give us adequate notice of your specific Product requirements (including the quantity or volume of each Product required, the location to which the Products are to be delivered and the date by which you require delivery), take delivery in accordance with our delivery schedule and comply with our ordering and delivery policies and requirements (as amended from time to time).

(c) We will not be responsible or liable to you in any way for delays or defaults in delivery or any part thereof or for any direct or consequential loss or damage arising from such delays or defaults.

(d) You are liable for, and responsible for payment of, any forged or fraudulent orders issued by, or that purport to be issued by, you.

3. Risk and Title

(a) Risk in Products supplied to you by us will pass to you when we have delivered the Products to you at your Premises.

(b) Title in Products supplied to you by us will pass to you when you have paid for the Products in full.

(c) In the case of consigned Products, risk in the Products will pass to you when you uplift the Products, and title will pass to you when you have paid for the Products in full.

(d) If you have not paid us in full on a Payment Date, you must allow us or any agents appointed by us access to any Premises or premises you may occupy without notice to search for, view, inspect and remove any of the Products we have supplied and which you have not paid for in full. You grant us an irrevocable right to enter onto the Premises to enforce our rights under this condition.

4. Prices

(a) The prices for the Products are those as advised by us from time to time, unless otherwise agreed between us and you in writing.

(b) We may, in our absolute discretion, increase or decrease the prices from time to time. Without limiting the foregoing, we may do so to provide for an increase or decrease in taxes, charges, imports or duties of whatsoever nature levied by or in compliance with us with any legislation, requirement, request or recommendation of, any government or body, authority or tribunal constituted by or under the laws of New Zealand in respect of or in relation to the importation, refining, manufacture, transportation, storage, distribution, purchase or sale of the Products.

(c) You must pay the price of the Products plus any applicable GST. We will issue invoices which comply with the GST Act for all Products which are delivered by us under the Terms and Conditions.

5. Payment

(a) You will pay us in full the amount specified in each invoice on or before the Payment Date by direct debit, or such other payment method approved by us in writing.

(b) If you pay other than by direct debit, we will not be deemed to have received payment in full until the funds have been honoured or cleared to the credit of our bank account.

(c) We may alter or revoke any credit or payment terms agreed with you at any time without prior notice.

(d) If you are purchasing Products from us on credit terms and you do not pay us in full for all amounts due on a Payment Date:

(i) every amount then owed by you to us, whether due for payment or not, will become immediately payable;

(ii) we may require you to pay cash on delivery for all future deliveries until further notice; and

(iii) you agree that you will be liable to us for any internal or external expenses, costs or disbursements (including legal fees and collection commissions) we incur in recovering amounts you owe us.

- (e) If the direct debit we initiate on your bank account is dishonoured:
 - (i) you must on invoice pay our current dishonour fee in addition to the balance outstanding on the Account. You must also on invoice pay our current dishonour fee for any and each subsequent dishonour; and
 - (ii) we may on notice to you re-present the direct debit initiated on your bank account.
- (f) Any disputed invoices must be paid by you in full, pending the resolution of such dispute.

6. Health, Safety, Security and the Environment

You must at all times at your own cost, and promptly at our request, comply with all our reasonable requirements with regard to the safety and security of, and environmental standards at, the Premises and of your business, and the health and safety of persons working on or present at the Premises. Without limiting the generality of the foregoing, you must carry out any alterations to your Premises that we may require to ensure that health, safety, security and environmental standards at your Premises and of your business are of a standard satisfactory to us.

7. Measurement

- (a) You must accept our measurements of the quantity of Products delivered but you may appoint a representative at the time and place of delivery to check weights and measurements.
- (b) You must accept, as complete evidence of delivery and liability to pay, our invoices and delivery receipts (or photocopies of them). Pending settlement of any dispute arising as to the quantity stated on any invoice or delivery receipt, you must pay on the basis of the invoiced quantity.

8. Defects and Shortages

We need not consider any claim by you in relation to:

- (i) the quality of any Products unless:
 - 1. you give us written notice of any claim you propose to make, specifying fully the facts on which the claim is based, within three (3) Working Days of the alleged defect coming to your attention;
 - 2. you use your best endeavours to minimise loss and damage arising from the alleged defect; and
 - 3. you give us reasonable opportunity to take samples of, and inspect and test, the Products in respect of which the claim is made; and
- (ii) discrepancies in quantities of Products in the amount stated on any cash sale/invoice compared with the amount you received unless you notify us of the discrepancy within three (3) Working Days of delivery. If you do not notify us, the amount stated to have been delivered shall be deemed correct.

9. Environmental Obligations

- (a) You must take all reasonable and appropriate steps to minimise the risk of any loss of Products from the Storage Equipment including regular inspections of the Storage Equipment.
- (b) If you:
 - (i) become aware of any spillage or loss of any Product, or any suspected contamination on the Premises which may be related to any Product; or
 - (ii) detect or suspect the integrity of the Storage Equipment may be compromised; or
 - (iii) become aware of any significant and unexplained variation between your records of Products stored in the Storage Equipment and

the actual amount of those Products delivered into the Storage Equipment, you must notify us promptly in writing giving full details of the relevant issue. You must not direct us to deliver any product into the Storage Equipment until the integrity of the Storage Equipment has been confirmed and notified to us in writing.

- (c) You acknowledge that you are obliged under relevant Law to keep records and inventories monitoring the Products and agree that you will comply with those obligations. On request you must also give us correct copies of all your records and inventories monitoring the Products held by you.

10. Extent of Liability

- (a) Our liability to you arising out of or in connection with the Terms and Conditions shall not in any case exceed the purchase price of the Products in respect of which such liability arises and this limitation shall apply to any liability however such liability may arise whether in contract or in tort, and including without limitation any liability arising out of our negligence or the negligence of our employees or agents.
- (b) Notwithstanding clause 10(a), we shall be under no liability to you for loss of profits, anticipated profits or revenue or business interruption or any indirect or consequential loss arising out of or in connection with the Terms and Conditions, howsoever caused.
- (c) If you resell the Products to any third party you shall assume entire responsibility for, and shall indemnify us and hold us harmless against any and all losses, liabilities, claims, costs and expenses arising out of, any such resale.
- (d) For the avoidance of doubt (and without limiting the foregoing), we shall not be responsible for any damages whatsoever caused either to the Products supplied or as a result of the malfunction of such Products in the event that such Products are in any way adapted to a use for which they are not specifically intended or if such Products have:
 - (i) added to or have been added to components; or
 - (ii) been placed in containers, by you or by any other person, which in either case are not recommended or approved by the manufacturer or supplier of such Products.

11. PPSA

- (a) You grant us, and acknowledge that we may register, a Security Interest in all Products supplied by us under the Terms and Conditions and/or in any Storage Equipment provided by us (together referred to as the **Collateral**) as continuing security for the purpose of securing all money payable, and all of your obligations, to us at any time under the Terms and Conditions.
- (b) You shall not attempt to sell, rent, dispose of, assign, grant or register a Security Interest in the Collateral otherwise than in the ordinary course of carrying out your business without our prior written consent.
- (c) Pursuant to section 148 of the PPSA, you waive the right to be given a copy of any verification statement or financing change statement relating to any Security Interest (including, where applicable, a purchase money security interest) which relates to or arises from the Terms and Conditions (including, where the Terms and Conditions gives rise to any prior security interest as defined in section 193 of the PPSA, any registration pursuant to Part 12 of the PPSA).
- (d) If you request us to discharge or amend any financing statement which we have registered under the PPSA in

respect of the Collateral, pursuant to section 162 of the PPSA, you must on request pay such fee as we may from time to time determine in respect of processing such request.

- (e) You agree that, if and when requested by us, you will at your own cost do all such things as are reasonably necessary to enable us to obtain and maintain, in respect of all the Collateral, a Security Interest (including, where applicable, a PMSI) in respect of the Terms and Conditions that is at all times perfected under the PPSA with the priority required by us, including but not limited to:
- (i) the provision of such information as we may require in order to register (including under Part 12 of the PPSA, if appropriate) or renew registration under the PPSA of any Security Interest (including, where applicable, a PMSI) relating to or arising from the Terms and Conditions; and
 - (ii) the execution of such further documentation as we may reasonably require for that purpose.
- (f) In the event of any inconsistency between the Terms and Conditions and the PPSA, then to the extent permitted by the PPSA, the relevant provisions of the Terms and Conditions shall prevail.
- (g) You agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to the Terms and Conditions.
- (h) You waive your rights as borrower to:
- (i) receive a statement of account under section 116 of the PPSA;
 - (ii) receive notice of any proposal by us to retain collateral under section 120(2) of the PPSA; and
 - (iii) object to any proposal by us to retain any Collateral under section 121 of the PPSA.

12. Termination

We may close your account at any time on giving you notice, or at any time without giving notice if you have not operated your account for a period of twelve (12) months, and upon closure of your account any and all amounts owing by you to us will become immediately due and payable.

13. Change to Terms and Conditions

We reserve the right to vary, delete or supplement the Terms and Conditions by giving you written notice (which, in relation to the Conditions of Sale, may be by publishing the changes on our website z.co.nz).

14. Change in Account Details

You must notify us of any change to your name, registered office or your principal place of business, or of any change in your directors (if you are a company) as soon as possible upon a change being effected.

15. Change of Bank Account

If there is any change to any bank account upon which a direct debit authority is held by us, you must give us not less five (5) Working Days' notice by phoning 0800 111 666 or emailing minitankers.service@z.co.nz and arrange for a new direct debit authority with us before your next payment due date if so required.

16. Notice to you

When we give notice to you under the Terms and Conditions, we will give notice by post or email to the most recent address/email address notified to us. Where we give notice by post, you will be deemed to have been notified on the date of postage. Where we give notice by email, you will be deemed to have been notified on the date the email is sent.

17. Notice to us

Where you give notice to us under the Terms and Conditions, you must give notice either by phoning 0800 111 666 or emailing minitankers.service@z.co.nz. The notice shall not be effective until we receive it.

18. Consumer Guarantees Act

If the acquisition of Products pursuant to these Terms and Conditions is for the purposes of a business, you acknowledge and agree that the provisions of the Consumer Guarantees Act 1993 do not apply.

19. Taxes & Duties

- (a) Unless precluded by legislation, we reserve the right to debit your Account with any government rates, taxes or charges which now are, or which in the future may be, imposed or charged upon your transactions, whether or not you are primarily liable for the impost or charge.
- (b) For the avoidance of doubt only, our rights under clause 19(a) above shall include the right to recover from you any regional fuel tax where we are or become liable for such tax by virtue of section 65P of the Land Transport Management Act 2003 (or otherwise).
- (c) You acknowledge and agree that in terms of any amounts that may become due under clause 19(b) above, we may elect (in our sole discretion and without limitation to any other rights or remedies that we may have) to recover the same from you:
- (i) by debiting your Account; or
 - (ii) as a debt due in any court,
- and you indemnify us in relation to any such amounts that become due and all and any costs which we incur in recovering or seeking to recover the same from you.

20. Privacy Policy

- (a) You acknowledge that, when we process your application for an Account and in the course of our subsequent business relationship, we may collect "personal information" about you. "Personal information" is defined in the Privacy Act 1993 as "information about an identifiable individual", i.e. information about a natural person as opposed to a company or other legal entity.
- (b) We collect, store and use such information for purposes connected with our business, such as:
- (i) providing you with products and/or services you have requested;
 - (ii) administering your account; and
 - (iii) carrying out any activity in connection with a legal, governmental or regulatory requirement on us, or in connection with legal proceedings, crime, or fraud prevention, detection or prosecution.
- (c) We will not sell, trade or rent any personal information you provide to us to any third party.
- (d) We may from time to time offer related products and services to you in conjunction with a third party. However, in developing and marketing such offers, your personal information will not be disclosed to the third party concerned. You may notify us at any time if you do not wish to receive information about related products and services.
- (e) You acknowledge and agree that we may disclose personal information in accordance with our Privacy Policy, including to:
- (i) other business units within our initial group of companies;
 - (ii) other providers of credit and credit reference and reporting agencies and debt collection agencies;
 - (iii) persons to whom we may be required to pass your information by reason of legal,

governmental or regulatory authority including law enforcement agencies and emergency services; and
(iv) any person or organisation as authorised by the Privacy Act 1993.

(f) You have the right to request access to any personal information we hold about you and to request that it be corrected in accordance with the Privacy Act 1993.

21. Complaints resolution

If you have a complaint regarding our financial services and you are not satisfied with the outcome of our investigation into your complaint, you may refer your complaint to Financial Dispute Resolution (fdr.org.nz). Financial Dispute Resolution is an independent organisation and their services are available to Z's customers free of charge.

22. Contacting us

Mini-Tankers
Level 3
604 Great South Road
Greenlane
Auckland
Email: minitankers.service@z.co.nz
Phone: 0800 111 666

Initial: