



*These terms and conditions apply to each Fuelcard issued by Cardplus Limited ("Cardplus") or Z Energy New Zealand Limited ("Z Energy").*

## 1. DEFINITIONS

- 1.1 "a Fuelcard" means the Fuelcard issued to you.
- 1.2 "Authorised Person" means a person to whom a Fuelcard is issued.
- 1.3 "Late Payment Fee" means the late payment fee or fees from time to time prescribed by Cardplus
- 1.4 "Default Interest" means a rate equal to 5% above either Cardplus's overdraft rate or, at Cardplus's option, 5% above the commercial lending rate charged by any registered New Zealand bank selected by Cardplus.
- 1.5 "Fuelcard Terms and Conditions" means the terms and conditions as may be amended from time to time in accordance with clause 9.2.
- 1.6 "Supply Agreement" means the supply agreement entered into by Cardplus and Z Energy.

## 2. USE OF FUELCARD

- 2.1 Places of Use: A Fuelcard can be used by an Authorised Person as payment for the range of goods or services agreed between Cardplus and Z Energy, at merchants in New Zealand who are authorised by Z Energy to honour Fuelcards.
- 2.2 Users: You may authorise a Fuelcard to be issued with Cardplus's agreement:
  - (a) to a person; or
  - (b) for use in relation to a particular vehicle.You are responsible for ensuring each Authorised Person of that Fuelcard complies with these terms and conditions.
- 2.3 Transactions: Cardplus will charge or credit to your Fuelcard account all purchases made with or credit vouchers issued to your Fuelcards.
- 2.4 Transaction Limits: Cardplus may from time to time set maximum transaction, volume and dollar charge limits for a Fuelcard or your Fuelcard Account by day or month.
- 2.5 Restrictions on Fuelcards: Either upon your request, or in its own discretion, Cardplus and Z Energy may place restrictions on the range of products that may be purchased with your Fuelcard. You must at all times use your Fuelcard in accordance with any such restrictions.

## 3. FUELCARD SECURITY

- 3.1 Signing of Fuelcard: If a Fuelcard is issued:
  - (a) to a person, it must be signed by that person immediately on receipt; or
  - (b) for use in relation to a particular vehicle, it can remain unsigned but you are responsible for any use of that Fuelcard whether authorised or not.
- 3.2 PIN number: For all electronic transactions using a Fuelcard, the Authorised Person will be required to enter a pin. The Authorised Person must not:
  - (a) keep a written record of the PIN; or
  - (b) disclose the PIN to any person not authorised to use the Fuelcard.
- 3.3 Security generally: You are responsible for ensuring that no unauthorised person uses a Fuelcard.
- 3.4 When using the card, cardholders must either use a PIN, or if compulsory PIN entry has not been requested, sign their names in the space provided on the sales voucher provided by the Fuelcard Merchant. You are responsible for ensuring that Cardholders are aware of, and comply with, the management controls, Purchase Limits and Monthly Limits.

## 4. YOUR OBLIGATIONS

- 4.1 Late Payment: If you fail to make payment by the due date Cardplus can:
  - (a) charge a Late Payment Fee and/or
  - (b) charge Default Interest on the all or any of the total amount owing (including any additional amounts charged to the Fuelcard following the due date) calculated on a daily basis from the due date to the date of actual payment of the overdue amount (whether before or after judgement).
- 4.2 Expiry or Cancellation: No Authorised Person is permitted to use a Fuelcard after it has expired or after notice of its cancellation is given by Cardplus, Z Energy or you;
- 4.3 Lost or Stolen Fuelcard: If a Fuelcard is lost or stolen, you must immediately notify the Z Energy Customer Service Centre by telephone, followed by written confirmation that must be received by Cardplus within 7 days.
- 4.4 Change of Address: If the address your Fuelcards are mailed to changes, you must notify Cardplus and Z Energy in writing as soon as possible. You will be liable for all transactions charged on a Fuelcard that is delivered to your last advised address.

## 5. FEES

- 5.1 Fees: You must pay Cardplus the Fuelcard fees specified by Cardplus from time to time. No fees will be refunded if a Fuelcard is cancelled or your account closed.
- 5.2 Receipt Copy Fees: Requests for copies of transaction receipts or vouchers may incur a fee as notified by Cardplus at the time of request.

## 6. GRANTING AND MAINTAINING CREDIT TERMS

- 6.1 You will periodically provide to Cardplus such financial information or security as shall be deemed necessary by Cardplus to support any credit extension. If at any time your financial capacity becomes impaired or unsatisfactory to Cardplus, in the sole judgment of Cardplus, advance cash payment or security satisfactory to Cardplus shall be given by you on demand by Cardplus, and Cardplus may cancel or suspend your right to use Fuelcard until such payment or security is received.

## 7. LIABILITY

- 7.1 Amounts Properly Incurred: Any Fuelcard transaction record received by Cardplus or Z Energy that:
  - (a) is signed by an authorised user of a Fuelcard, or
  - (b) is authorised by the confidential four digit PIN for a Fuelcard, or
  - (c) results from the use of a Fuelcard that is unsigned,
  - (d) is conclusive proof that the amount recorded was properly incurred.
- 7.2 Disputes with a Merchant: Any claim or dispute between you and a merchant does not relieve you of your obligation to pay to Cardplus without deduction any amount incurred using a Fuelcard.
- 7.3 Your Liability: You are liable to Cardplus for:
  - (a) payment of all amounts properly debited to your Fuelcard account even if a Fuelcard has been used in breach of these terms and conditions and
  - (b) all amounts incurred as a result of the unauthorised use of a Fuelcard from the time it is lost or stolen until notification of that loss or theft is received by the Z Energy Customer Service Centre and Cardplus; and
  - (c) You are responsible for the safe custody and authorised use of the Fuelcard and pin. In particular, you must not record the PIN on the Card or documents kept with the Card. If you need to give the PIN to more than one driver, you are responsible for ensuring the PIN is communicated and recorded in a secure fashion. If the Fuelcard is lost or stolen; or you become aware that he PIN has become known to someone who is not authorised to use the Card; or you become aware that the Card or PIN has been used in an unauthorised fashion. You will be liable for all transactions occurring before we receive your notification and
  - (d) all costs of collection and legal fees incurred by Cardplus in recovering amounts payable by you.
- 7.4 Electronic Communications: You agree that you, and not Cardplus or Z Energy, are responsible and liable for any amounts charged to your Fuelcard account or any loss or costs you may suffer or incur through Cardplus or Z Energy sending account information to you by electronic means, including email over the Internet.

## 8. CANCELLATION

- 8.1 Cancellation by You: You may cancel a Fuelcard or your Fuelcards by written notice to Cardplus accompanied by the return of the Fuelcard(s). Fuelcards cancelled within 12 months will incur a 12 month Card Fee.
- 8.2 Cancellation by Cardplus: Cardplus may cancel a Fuelcard or your Fuelcards at any time without prior notice by cancelling or not renewing the Fuelcard(s) and upon notice of the cancellation you will return the Fuelcard(s) to Cardplus.

## 9. GENERAL

- 9.1 Not Transferable: Your Fuelcards remain the property of Cardplus and are not transferable.
- 9.2 Variation: Cardplus may vary these terms and conditions from time to time by giving you written notice. Notice may be given by a letter properly addressed to your last address known to Cardplus and is deemed to be received by you on the day after its posting. You are bound by the variation from the date of deemed receipt.
- 9.3 Waivers: No failure to exercise, and no delay in exercising, any right under these terms and conditions will operate as a waiver of that right or allow an estoppel argument to be available. Nor will a single or partial exercise of a right preclude another or further exercise of that right or the exercise of another right. No waiver by Cardplus of any of its rights under these terms and conditions will be effective unless it is in writing and signed by Cardplus.

## 10. ACKNOWLEDGEMENT

- 10.1 Cardplus acknowledges that pursuant to the Supply Agreement Cardplus and/or any related company may from time to time receive a fee and/or commission from Z Energy and such fee and/or commission shall be determined by the volume of purchases on a monthly basis using Fuelcards issued to Authorised Users in accordance with these terms and conditions.

(NB) Terms/Conditions are also available on our website [www.cardplus.co.nz](http://www.cardplus.co.nz)

These terms and conditions apply to each Cardplus Telecom Account holder approved by Cardplus Telecommunications Limited ("Cardplus") or Telecom Corporation of New Zealand Limited ("Telecom").

## 1. DEFINITIONS

- 1.1 "Cardplus Telecom Account" means your Telecom billing account with Cardplus.
- 1.2 "Account Holder" means a Cardplus Telecom Account holder.
- 1.3 "Late Payment Fee" means the late payment fee or fees set out at clause 10 of these Terms and Conditions or as otherwise from time to time prescribed by Cardplus
- 1.4 "Default Interest" means a rate equal to 5% above either Cardplus's overdraft rate or, at Cardplus's option, 5% above the commercial lending rate charged by any registered New Zealand bank selected by Cardplus.
- 1.5 "Terms and Conditions" means these terms and conditions as may be amended from time to time in accordance with clause 8.2.
- 1.6 "Billing Services Agreement" means the billing services agreement entered into by Cardplus and Telecom.

## 2. USE OF CARDPLUS TELECOM ACCOUNT

- 2.1 Use: Your Cardplus Telecom Account can be used by you only for the payment of your Telecom customer account invoices issued by Telecom from time to time.
- 2.2 Transactions: Cardplus will charge or credit to your Cardplus Telecom Account all charges assessed by Telecom under your individual connection agreement with Telecom.

## 3. YOUR OBLIGATIONS

- 3.1 Payment: You must pay Cardplus the amount specified by Cardplus by the date specified by Cardplus in each monthly invoice issued to you.
- 3.2 Late Payment: If you fail to make payment by the due date Cardplus can:
  - (a) charge a Late Payment Fee and/or
  - (b) charge Default Interest on all or any of the total amount owing (including any additional amounts charged to your Cardplus Telecom Account following the due date) calculated on a daily basis from the due date to the date of actual payment of the overdue amount (whether before or after judgement).
- 3.3 Change of Address: If the address your invoices are mailed to changes, you must notify Cardplus and Telecom in writing as soon as possible. You will be liable for all Cardplus Telecom Account invoices that are delivered to your last advised address.

## 4. FEES

- 4.1 Fees: You must pay Cardplus the account fees specified by Cardplus from time to time. No fees will be refunded if your Cardplus Telecom Account is cancelled or closed.
- 4.2 Receipt Copy Fees: Requests for copies of transaction receipts or vouchers may incur a fee as notified by Cardplus at the time of request.

## 5. GRANTING AND MAINTAINING CREDIT TERMS

- 5.1 You will periodically provide to Cardplus such financial information or security as shall be deemed necessary by Cardplus to support any credit extension. If at any time your financial capacity becomes impaired or unsatisfactory to Cardplus, in the sole judgment of Cardplus, advance cash payment or security satisfactory to Cardplus shall be given by you on demand by Cardplus, and Cardplus may cancel or suspend your Cardplus Telecom Account until such payment or security is received.

## 6. LIABILITY

- 6.1 Our Liability: You agree that we are not involved in the provision of goods or services offered to you by Telecom. To the maximum extent permitted by law, we shall not be responsible or liable in any way for:
  - (a) the goods or services supplied by Telecom including, without limitation, any defect in (or disruption, failure, or unavailability of) any goods or services; or
  - (b) any other disputes concerning the goods or services, all of which shall be the sole responsibility of Telecom.
- 6.2 Disputes with Telecom: Any claim or dispute between you and Telecom does not relieve you of your obligation to pay to Cardplus without deduction any amount due on your Cardplus Telecom Account. You must promptly notify Cardplus of any dispute between you and Telecom.
- 6.3 Your Liability: You are liable to Cardplus for:
  - (a) payment of all amounts properly debited to your Cardplus Telecom Account by Cardplus; and
  - (b) all costs of collection and legal fees incurred by Cardplus in recovering amounts payable by you.
- 6.4 Indemnity: You hereby agree to indemnify us and Telecom from and against all actions, proceedings, claims, liabilities, penalties, costs (including legal costs on a solicitor and own client basis), awards, damages, losses, and expenses arising directly or indirectly as a result of:
  - (a) your failure to comply with any of these conditions; and
  - (b) your negligent or willful acts or omissions.
- 6.5 Electronic Communications: You agree that you, and not Cardplus or Telecom, are responsible and liable for any amounts charged to your Cardplus Telecom Account or any loss or costs you may suffer or incur through Cardplus or Telecom sending account information to you by electronic means, including email over the Internet.

## 7. CANCELLATION

- 7.1 Cancellation by You: You may cancel your Cardplus Telecom Account by one month's written notice to Cardplus. Cardplus Telecom Accounts cancelled within 12 months will incur a 12 month account fee.
- 7.2 Cancellation by Cardplus: Cardplus may cancel your Cardplus Telecom Account with immediate effect at any time by written notice to you.

## 8. GENERAL

- 8.1 Not Transferable: The rights and/or obligations attaching to your Cardplus Telecom Account are not transferable.
- 8.2 Variation: Cardplus may vary these terms and conditions from time to time by giving you written notice. Notice may be given either by:
  - (a) A letter properly addressed to your last address known to Cardplus and is deemed to be received by you on the day after its posting; or
  - (b) An email sent to your last email address known to Cardplus and is deemed to be received by you when such transmission is deemed as dispatched in accordance with the Electronic Transactions Act 2002. You are bound by the variation from the date of deemed receipt.
- 8.3 Waivers: No failure to exercise, and no delay in exercising, any right under these terms and conditions will operate as a waiver of that right or allow an estoppel argument to be available. Nor will a single or partial exercise of a right preclude another or further exercise of that right or the exercise of another right. No waiver by Cardplus of any of its rights under these terms and conditions will be effective unless it is in writing and signed by Cardplus.

## 9. ACKNOWLEDGEMENTS AND DECLARATIONS

- 9.1 You acknowledge that:
  - (a) pursuant to the Billing Services Agreement Cardplus and/or any related company may from time to time receive a fee and/or commission from Telecom; and
  - (b) Cardplus is not a provider of telecommunications services and is not involved in the provision of Telecom services to you. Cardplus makes no warranty as to the standard of services provided to you by Telecom under your individual connection agreement.
- 9.2 You declare that:
  - (a) you understand Cardplus reserves the right to decline any applications for a Cardplus Telecom Account or revoke any existing Cardplus Telecom Account;
  - (b) you have read and understood these Terms and Conditions and agree to be bound by them;
  - (c) pursuant to the Privacy Act 1993, the following has been brought to your attention:
    - (i) Cardplus may collect personal information about you for the purposes of providing a credit account, administration of that account and for Cardplus' own purposes including marketing and providing ongoing information about Cardplus' products or services. The intended recipient of the information is Cardplus. The information is being collected by and is held at Cardplus Telecommunications Limited, PO Box 38307, Wellington. Failure to provide this information may result in your application being declined or your Cardplus Telecom Account revoked. You have rights of access to, and may request the correction of personal information about you held by Cardplus;
    - (ii) you authorise any person or company to provide Cardplus with such information as it may require in response to credit enquiries;
    - (iii) you authorise Cardplus to furnish to Telecom or any other third party details of this and any subsequent dealings that you may have with Cardplus as a result of you being provided with a Cardplus Telecom Account;
  - (d) you understand that Cardplus is asking you for personal information so as to use Veda Advantage's credit reporting service to credit check you. You understand that:
    - (i) Veda Advantage will give Cardplus information about you for that purpose;
    - (ii) Cardplus will give your personal information to Veda Advantage, and that Veda Advantage will hold that information on their systems and use it to provide their credit reporting service;
    - (iii) when other Veda Advantage customers use the Veda Advantage credit reporting service, Veda Advantage may give the information to those customers;
  - (e) you authorise Cardplus to give notices to Telecom on your behalf (including in relation to any dispute between you and Telecom), make enquiries of Telecom, receive personal information from Telecom about you, and otherwise deal with Telecom as required for the purposes of your Cardplus Telecom Account;

## 10. LATE PAYMENT FEE SCHEDULE

- 10.1 Current late payment fees: For the purposes of clause 3.2(a), the current Late Payment Fees are as follows:

Amount of late payment	Amount of Late Payment Fee per calendar month
Up to \$400	\$65
\$401 to \$800	\$75
\$801 to \$1200	\$85
\$1201 to \$1600	\$95 \$1601 to \$2000 \$105
\$2001 to \$2400	\$115 \$2401 to \$2800 \$125
\$2801 to \$3200	\$135 \$3201 to \$3600 \$145
\$3601 to \$4000	\$165

- 10.2 The Late Payment Fee increases by \$50 per calendar month for each \$1000 or part thereof over \$4000.

