

NZRA Z CARD - Account Application Form



1. PERSONAL / BUSINESS DETAILS

Company (Legal) Name: _____

Trading Name: _____

Postal Address: _____
Postcode: _____

Contact Name: _____ Title: _____

Telephone: () _____ Fax: () _____

Email: _____ Mob: () _____

Membership & Number: New Zealand Retailers Association Business New Zealand Tourism Industry Association NZ _____ Membership number

Business Structure: Company Sole Trader Partnership Other: _____

Incorporation / Company Number: _____



2. PERSONAL GUARANTEE & DETAILS

Full names, residential address, title of each partner/director/shareholder/trustee, etc. plus nature of interest
In consideration of the New Zealand Retailers Association Incorporated (hereinafter referred to as the NZRA) supplying and at my request agreeing to continue to supply materials and other goods and service and to make advances to the business/company/trust/partnership/incorporation (hereinafter referred to as "the principal debtor"):

1. I _____
Full name of Guarantor Title (e.g. Director, Manager)
of _____
Residential Address Signed Date

2. I _____
Full name of Guarantor Title (e.g. Director, Manager)
of _____
Residential Address Signed Date

(For additional partners/directors/shareholders/trustees, please attach a separate sheet)

do hereby guarantee to the NZRA the due and punctual payment therefore and the payment of all monies and obligations now due to become due by the principal debtor and agree to be answerable and liable to you therefore and the following provisions shall be applicable to this guarantee. The guarantee is a continuing agreement. No granting of credit extension of former credit or granting of time to the principal debtor and no waiver indulgence or neglect to sue on the NZRA's part nor the release of any securities held by the NZRA nor the winding up or bankruptcy of the principal debtor shall effect my liability to you hereunder and as between the NZRA and me I shall be deemed to be a principal debtor and shall be liable to the NZRA accordingly. This guarantee shall continue in force notwithstanding that the principal debtor's account with you may from time to time be in credit. Within seven (7) days from my receipt of notice in writing of any default on the part of the principal debtor, I shall make payment to the NZRA of all sums in respect of which such default has been made.

3. HOW WOULD YOU LIKE YOUR INVOICE?

Please **post** my invoice. I acknowledge that the card fee will be \$1 per card per month.

Please **email** my invoice. I acknowledge that the card fee will be only 50 cents per card per month.

4. AFFIRMATION OF DETAILS

I/We confirm that all foregoing statements are true and complete. I/We understand that the NZRA reserves the right to decline any application. Upon acceptance of this application, I/We agree to be bound by the Terms and Conditions of use for Z Card as set out on the following pages.

Full name Signed Date

AFTER COMPLETION, PLEASE RETURN ALL FORMS BY POST TO:
New Zealand Retailers Association Incorporated, PO Box 12 086, Wellington 6144
Questions? Phone 04 805 0830 Fax 04 805 0831 Email zcard@retail.org.nz

5. TERMS AND CONDITIONS

1. Definitions & Acceptance of Conditions

1.1 "Cardholder" - means the person presenting the Z Card which has been issued at your request on your Z Card account.

"You & Your" - means the partnership, sole trader, trust, group or company at whose request NZRA agrees to make a Z Card Account facility available.

"NZRA" - means the New Zealand Retailers Association Incorporated, its successors and assigns.

"Z Energy" - means Z Energy Limited, its successors and assigns.

"Z Card" - means a card so named and issued by Z Energy which is to be used for the purposes described by the NZRA's conditions of use

"Terms and Conditions of Use" - means these conditions of use and any notified amendment or conditions of use in addition to these conditions.

"Month" - a reference to a month is a calendar month.

"Sales voucher" - means the Z Card voucher on which sales transactions are recorded at the time of the transaction.

1.2 Z Card is brought to you by NZRA and Z Energy. Each Z Card is issued to a Cardholder at the request of you, the Association member. Cardholders are authorised by and act as agents for you and the first use of the Z Card confirms acceptance of the conditions set out below.

2. Z Card

Each Z Card is identified with:

- A unique Card number
- The Cardholder's name or 'Any Driver' (You may elect to use your business name in place of 'Any Driver')
- The Z Card Association number and name
- The vehicle's description or 'Any Vehicle' respectively
- The vehicle's registration number if applicable
- Your Z Card customer account number and
- The card expiry date

You are responsible for ensuring that cardholders are aware of, and comply with, the Management Controls and Purchase Limits. Z Card is for use in New Zealand only. Z Card remains the property of Z Energy at all times and must be surrendered upon request. Neither NZRA nor Z Energy accepts any responsibility for unauthorised use and consequences.

3. Personal Identification Number (PIN)

A PIN will be issued with each card if you so request on the Card Order Form. Use of the PIN by the Cardholder is mandatory at Z Energy truck stops and, where customers have requested compulsory PIN entry, at all Z Energy sites. Where use of the PIN is optional, the card may be used at Z Energy service stations and Cardholders may sign their names on the space provided on the sales voucher. The PIN mailer should be destroyed by shredding or other destructive disposal. If the PIN is required to be given to several drivers, you are responsible for ensuring the PIN is communicated and recorded in a secure fashion. You may choose your own PINs at the time you order your cards. DO NOT choose a number that you use elsewhere (e.g. credit card/eftpos card PIN, security system code, etc.).

4. Property

The Z Card remains the property of Z Energy and must be returned to NZRA when requested by NZRA or Z Energy.

5. Suspension and Cancellation

NZRA reserves the right to suspend or cancel a Z Card or Account at any time without notice. You may cancel a Z Card or Account at any time by forwarding notice in writing to NZRA quoting your Z Card customer account number and the card numbers of the cards you wish to cancel. If you close your Z Card account, any money owing to NZRA will be payable within 7 (seven) days of the date of the final invoice or statement.

6. Security and Loss of Z Card

You are responsible for the safe custody and authorised use of each Z Card and PIN. Loss, theft or unauthorised use of any Z Card must be notified to NZRA. Written notice must also be given to NZRA at PO Box 12086, Wellington, phone (04) 805 0830, fax (04) 805 0831 or email zcard@retail.org.nz. Advice should include the card number shown on the card(s). Liability remains with you until notice is acknowledged by NZRA. Z Cards which have expired should be disposed of after cutting them in half.

7. Management Controls

7.1(a) Category Restrictions - The Cardholder may purchase Z Energy branded motor fuels, lubricants and goods and services in the categories specified by you in the Card Order Form and indicated by the applicable icons on the card.

7.1(b) Spending Limits - You can set daily and monthly dollar amount spending limits for each Z Card. Please note: the card limit is checked prior to the transaction proceeding. If the limit has not previously been reached, then the current transaction will be allowed, even if that takes the card over its limit. (You may instruct us to alter spending limits on existing cards. Note that spending limits may be varied by Z Energy from time to time in response to fluctuations in fuel prices.)

7.1(c) Odometer - You can require compulsory odometer entry at time of purchase. This option is selected on the Card Order Form.

7.1(d) Compulsory PIN - you can enhance the security of a Z Card by requesting Compulsory PIN on the Card Order Form.

7.2 You can set completely different Management Controls for each card you order, so please complete one Card Order Form for each card you require, to avoid confusion. You are responsible for ensuring that the Cardholder is aware of, and complies with, the Management Controls.

8. Authority to NZRA

The NZRA is authorised to debit your Z Card account with the transactions processed on your Z Cards.

Continued on next page...

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5. TERMS AND CONDITIONS (CONTINUED)

9. Effecting a Purchase

9.1 Truck Stop. Before obtaining fuel, the Cardholder inserts the Z Card into the machine. Easy-to-follow instructions tell the Cardholder exactly what to do. After taking delivery of the fuel, the Cardholder returns to collect the Z Card sales voucher. The transaction will only proceed with the use of the PIN.

9.2 Service Station. When a Z Card is presented to the Z Energy Service Station employee for payment, the Cardholder will be given a Z Card sales voucher. Alternatively (and subject to availability) the Cardholder may pay-at-pump with the use of the PIN. The Cardholder must collect the sales voucher once the transaction is complete.

9.3 The voucher records, amongst other details: card number, pump price value of fuel purchased, details of other items purchased, the time and date of purchase, the name of the Z Energy site, the quantity of fuel purchased and (if required) the odometer reading. The sales voucher will be the only receipt issued to the Cardholder.

10. Card Fee

The card fee is set based on your choice of Tax Invoice delivery and is subject to change, see 13. If you have elected to receive your Invoice via post, the current card fee is \$1 per month, per card. If you elect to receive your Invoice via email, the current card fee is 50 cents per card, per month. Please note: half of the monthly card fee is charged per card, for each billing period in which the card is used.

11. Z Card Statement - Tax Invoice

11.1 NZRA will issue, twice each month, a Z Card account statement in the form of a Tax Invoice. The usual date for issue is 1st and 15th of each month, or the first business day falling after that. The Invoice summarises all your purchases, card fees, other fees (if any), fuel discounts applied and GST. You are required to pay the amount shown on the Tax Invoice in accordance with the direct debit arrangements.

11.2 Due to the vagaries of the internet, email systems, spam filters and network security settings, NZRA cannot be responsible for non-delivery of email Tax Invoices. You are responsible for monitoring email and detecting non-receipt. NZRA reserves the right to charge a fee of \$2 per replacement Tax Invoice. Please ask your network administrator to add "retail.org.nz", "zcard@retail.org.nz" and "shellcard@retail.org.nz" to your safe senders' list or domain white list. The Invoice will be in PDF format and you may require Adobe Reader to open, view and print it.

12. Non-Payment of Account

In the event that your Z Card Account remains unpaid, the NZRA has the right to immediately prevent further purchase by the cards issued on that account, to charge interest on the balance and undertake collection activities in order to recover the amount of debt and interest and any further charges or purchases made. Any legal fees or other costs which the NZRA may incur in recovering amounts owed by you will be payable by you. Interest on overdue amounts accrues at the rate of two and one half per centum per month. For the purposes of the Credit Contracts Act 1981, the 'finance rate' is 30 per centum per annum.

13. Fees, Charges and Rebates

The Z Card is currently subject only to card fees. However, Z Energy and NZRA reserve the right to introduce other fees or vary fees and rebates from time to time. We will give you 90 days written notice of the introduction of, or change in, fees and rebates.

14. Inability to supply Z Motor Fuel

Neither NZRA nor Z Energy shall be responsible for any loss or inconvenience which may be caused by NZRA, Z Energy or any other Z Card Merchant's inability to supply the Cardholder's requirements for motor fuel, lubricants or other products at any particular time or place, for any reason whatsoever.

15. Changes in Conditions

The NZRA reserves the right to vary, delete or supplement the Z Card terms and conditions for use upon no less than 30 days written notice to you. Without limiting any definition of written notice, for the avoidance of doubt, it includes notice sent by way of post, email or facsimile.

16. Change of Address

You must notify the NZRA of any change in your business name, email address, postal address or street address of business and directorship (in the case of a company member) immediately upon a change being effected.

17. Notice to Z Card accountholders

When the NZRA gives written notice to you under 13 or 15, the NZRA will deliver the notice to the latest address, email address, facsimile, etc. as recorded for you in the NZRA Z Card database. Once transmitted, posted or otherwise delivered, the notice and its contents will be taken to have been received 3 days later by you. The first use of a Z Card after notice is given indicates your acceptance of the condition(s) or change in condition(s) as notified.

18. Notice to the NZRA

Where you give written notice to NZRA under the terms and conditions of use, the notice shall not be effective until that notice is received and acknowledged.

19. Taxes and Duties

Unless precluded by legislation, NZRA reserves the right to charge your Z Card Account with Government rates, taxes or charges which now are or which in the future may be imposed or charged upon your Z Card transactions whether or not you are primarily liable for the impost or charge.

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CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

- (a) Has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice must be provided either:
 - (i) in writing; or
 - (ii) by electronic mail where the Customer has provided prior written consent to the InitiatorThe notice will include the following message:-
'The amount \$_____, was direct debited to your Bank account on (initiating date)'
- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

3. The Customer acknowledges that:-

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) 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 authority. Any other disputes lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

- (a) In it's absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.

**NEW ZEALAND RETAILERS ASSOCIATION
ORDER NEW Z CARD**

Please read the security notes overleaf before completing this form



Company Details

Business Name Z Card Account Number
Contact Person: Telephone:

Please order a new card on our account as (tick) one of three options:

1 Personal Closed Card

Vehicle Reg Number: []
Vehicle Make & Model: []
Vehicle Body Style: []
Vehicle Colour: []

Cardholder Name:

2 Personal Open Card

Any Vehicle (Pool Cars)
 Tick

Cardholder Name:

3 Vehicle Card

Vehicle Reg Number: []
Vehicle Make & Model: []
Vehicle Body Style: []
Vehicle Colour: []

Any Driver (Pool Drivers)
 Tick

Product Categories - please tick

ZX Premium Unleaded Oil Shop/All Services
 Z 91 Unleaded Car Wash Equipment & Vehicle Hire
 Diesel Vehicle Servicing
 Autogas LPG

Management Controls

Compulsory PIN?

Select your own PIN
 Compulsory Odometer entry?

Usage Limits - please choose your limits

\$ Daily Card Limit - choose enough to fill the tank, or perhaps fill twice, for the driver covering longer distances - \$50 to \$5,000
\$ Monthly Card Limit - \$100 to \$30,000

Authority - to be completed by Owner/Director/Partner/Manager

I hereby request that this Z Card is issued and I confirm that I have the requisite authority. I confirm I have read and understood the security notes and Conditions of Use (pages 2 and 3) and that cards issued pursuant to this request will be subject to those Conditions of use

Name of Owner/Director/Partner/Manager Date

Signature of Owner/Director/Partner/Manager

Please return page 1 with your Z Card Account Application Form

There are a number of ways a card may be issued and these are ranked in order of security

1 **Named Cardholder, Specific Vehicle**

This is very secure, particularly when coupled with a compulsory PIN. The vehicle is identified by registration number, make & model, colour and body type

2 **Named Cardholder, Any Vehicle**

Still reasonably secure, more so if coupled with compulsory PIN. But this also provides flexibility, for when the cardholder may need to use another work vehicle or a hire car.

3 **Any Driver, Specific Vehicle**

Do not leave the card in the Pool Vehicle

This is useful for Pool Vehicles. You should request a PIN for added security. However, for situation where only 2 or 3 people use the pool vehicle, you could consider issuing each driver with their own card and PIN for added security.

Vehicle Body Types

Choose from one of the following styles:

Boat	Motorcycle
Bus	Mower
Camper Van	Outboard Motor
Coach	Paver
Compactor	People Mover
Convertible	Roller
Coupe	Scooter
Crane	Sedan
Cruiser	Ship
Digger	Special Purpose
Double Cab Ute	Station Wagon
Excavator	Sports Utility Vehicle (SUV)
Forklift	Tank
Fuel Trailer	Tanker
Grader	Tipper
Hatchback	Tractor
Hearse	Tractor Mower
Launch	Trailer
Limousine	Truck
Loader	Utility
Logstacker	Van
Mini Bus	Wagon (Estate)

Fees

We are pleased to remind members that Association Shell Card charges:

- NO account fees
- NO transaction fees
- NO set up fees
- NO fees for replacing cards

There is a card fee of 50 cents per card per invoice period. THIS REDUCES TO only 25 cents when you choose to receive your Shell Card invoice by email. Please contact us for information.

For the current conditions of Use/Terms and Conditions governing the use of the NZRA Z Card, please visit our website www.retail.org.nz and click on the Z Energy logo.

**NZRA Z CARD
FlyBuys
Notification
Form**



The NZRA Z Card allows you to earn points on your cumulative fuel purchases at Z Energy Service Stations.

Please complete this form and return by post, fax or scan-and-email.

For further details, please visit our website www.retail.org.nz and click on the Z Energy logo.



Company (Legal)
Name:

Z Card Account Number:

or:

New Account
(application form attached)

**Please complete this form with your FlyBuys number only if you are authorised to do so
(i.e. you are the business owner or manager)**

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Your FlyBuys® member number

**I certify that I am authorised to make this request on this account and to claim the FlyBuys points accruing from the transactions on this account.
I confirm that all foregoing statements are true and complete.**

Full name

Signed

Date

March 2012

**New Zealand Retailers Association Incorporated, PO Box 12 086, Wellington 6144
Phone 04 805 0830 Fax 04 805 0831 Email zcard@retail.org.nz**