



CALTEX

starcard

Credit Application

All signatories (x) must supply a photocopy of valid drivers licence or passport for verification

1 Account details

Full legal name of limited liability company/partnership/sole trader/incorporated society

Trading as (if applicable)

Physical address

Post code

Postal address

Post code

Email address

Phone (business)

Fax (business)

Contact name

Type of business

GST number

Number of years in business

Monthly estimated expenditure

Email address

Contact name

Estimated litres per month

Petrol

Diesel

LPG

Lubes \$

Shop \$

* Statement date (Payment will be 10 days from this date)

7th

15th

21st

Important

To avoid delays in processing your application, please ensure the following is included with your completed application:

- ✓ Completed direct debit authority
- ✓ Signed declaration
- ✓ List of StarCards required
- ✓ Photocopy of drivers licence or passport (for each signatory)
- ✓ Signed personal guarantee
- ✓ GST number provided

Scan and email to cxservice@z.co.nz. For assistance contact our Customer Service Centre on 0800 733 835.

2 Sole trader

Please note: if there are more than two partners photocopy this section and attach it to this application

Last name First name(s)

Date of birth Phone (home) Email
 ()

Residential address

Last name First name(s)

Date of birth Phone (home) Email
 ()

Residential address

3 Limited liability company, incorporated society - details of director(s), elected official(s)

To enable Z Energy 2015 Limited to carry out ongoing credit checks at their discretion on any directors and elected officials, prior to opening the account, during the accounts operation and after closure while there is any outstanding amount unpaid on this account(s), you must sign the following authorisation:

Please note: if there are more than two directors or elected officials, photocopy this section and attach it to this application

Last name First name(s)

Residential address

Date of birth Phone (home) Email
 ()

Signature

Last name First name(s)

Residential address

Date of birth Phone (home) Email
 ()

Signature

4 Limited liability company, incorporated society - personal guarantee

Last name (of guarantor)

First name(s)

Residential address

Date of birth

Phone

Email

IN CONSIDERATION of Z Energy 2015 Limited and/or its associates, at my request, supplying any goods or services or any other advances to the account holder and/or cardholder or a person authorised by the entity to receive those goods or services or other advances ("authorised person").

I, the guarantor, HEREBY GUARANTEE to Z Energy 2015 Limited ("Z Energy 2015") the due and punctual payment of all monies due by the entity named in section 1 of this application form (the "applicant") or an authorised person to Z Energy 2015. I AGREE THAT:

1. This guarantee is a continuing guarantee. This guarantee is not affected or discharged by granting to the applicant of any time or credit, by any waiver, indulgence or neglect to sue, the release of any securities or by the winding up or the bankruptcy of the applicant.
2. My obligation under this guarantee shall be that of a principal debtor.
3. This guarantee shall continue in force even if the applicant's account with Z Energy 2015 may from time to time be in credit.
4. If there are two or more guarantors my liability shall be joint and several.
5. I agree to pay all outstanding sums due to Z Energy 2015 by the applicant (or any authorised person) within seven days of any notice of the applicant's (or authorised person) default including interest on all outstanding sums at the default rate specified by Z Energy 2015 and Z Energy 2015's full costs of enforcing this guarantee (including, but not limited to, costs on a solicitor and client basis).
6. MY NET WORTH EXCEEDS the credit limit applied for by the applicant.
7. I/We authorise Z Energy 2015 Limited to carry out ongoing credit checks at their discretion over the period of this account(s) operation and after closure if there is any amount unpaid.

Executed as a deed

Signature of guarantor

Date

In the presence of (signature of witness)

Phone

Email

Last name of witness

First name(s)

Residential address (of witness)

5 Direct debit

Z Energy 2015 Limited



Name of account

Bank account from which payments are to be made

(Please attach an encoded deposit slip to ensure your account number is loaded correctly)

Bank	Branch Number	Account number	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Authority to accept direct debits

Not to operate as an assignment or agreement

AUTHORISATION CODE
0644674

To The Bank Manager

Bank

Bank address

Town/city

I/We authorise you until further notice to debit my/our account with you all amounts which - **Z Energy 2015 Limited** (Hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit. I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Information to appear on my/our bank statement

Payee particulars	Payer code	Payer reference
<input type="text"/>	<input type="text"/>	<input type="text"/>

Your signature(s)

Bank account holder(s) to complete

X _____ Date _____

X _____ Date _____

For Bank use only - original - retain at branch

Approved 4467	Date Received	Recorded by	Checked by	Bank Stamp
10 2015				

CONDITIONS OF THIS AUTHORITY

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. The notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

The notice will include the following message:-

"The amount of \$..... 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.
- (c) May, upon receiving an "authority transfer form" (dated after the date of this authority) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Authority from the account identified in the authority transfer form.

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.
- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be Direct Debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

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; and
 - 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 Initiators failure to give notice in accordance with 1(a) 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 its 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 signed 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
- (d) Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits.

7 Terms and conditions (these terms and conditions will apply if this application is approved)

1. Z Energy 2015 Limited (herein referred to as Z Energy 2015) will maintain an account for an account holder and any authorised persons of that account holder and will prepare and make available to the account holder an individual statement in respect of that account.
2. The terms of payment are by Direct Debit 10 days following statement.
3. The account holder agrees to pay all amounts owing to Z Energy 2015 by the account holder or any authorised persons of that account holder, from time to time.
4. Should the account holder's credit limit be exceeded at any time the account holder must pay sufficient monies to bring the account within its credit limit prior to further supply.
5. Z Energy 2015 has the right to cancel the account at any time without need for prior notice to the account holder.
6. The account holder shall be liable for all costs of collection and legal fees incurred by Z Energy 2015 in recovering amounts payable by the account holder.
7. All debts incurred prior to, and including, the date when the account is closed must be paid by the account holder to Z Energy 2015 immediately.
8. We reserve the right to vary, delete or supplement these terms and conditions by giving you written notice (which shall include publishing the changes on our website www.caltex.co.nz).
9. When we give notice to you under these Terms and Conditions, we will give notice by post or email to the most recent address/email address notified to us or, where clause 8 applies, we will give notice by publishing changes on our website instead. 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. The first use of StarCard after a notice is given or, where applicable, after the relevant notice period, indicates you have accepted the condition(s) or change in conditions(s) as notified.
10. The customer shall for the duration of this Agreement provide to Z Energy 2015 within 14 days of Z Energy 2015's request information in respect of the customer's financial condition, business or activities and in particular, but without limitation, such information as may be necessary to support the extension of any or further credit to the customer. If so required by Z Energy 2015 from time to time, the customer shall within the period specified by Z Energy 2015 for this purpose, provide to Z Energy 2015 such new, additional and/or replacement collateral or other security as Z Energy 2015 shall in its absolute discretion determine and Z Energy 2015 shall be entitled to withhold shipments/deliveries and/or demand payments to be made in advance or on delivery until such collateral or security is received.
11. If the account holder consents Z Energy 2015 may send account information, including statements, to the account holder by electronic means, including email over the internet.

8 Declaration

1. I/We confirm that the foregoing statements are true and complete.
 2. I/We understand that Z Energy 2015 Limited reserves the right to decline any applications.
 3. I/We have read and understood the Terms and Conditions of this account application and the Supply Contract and agree to be bound by them.
 4. Upon acceptance of this application, should it include application for one or more StarCards, I/We agree to be bound by the StarCard terms and conditions.
 5. Privacy Policy
- (a) You acknowledge that, when we process your application for a StarCard and in the course of our subsequent business relationship, we may collect "personal information" about you and your Cardholders. "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 and your Cardholders 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 and your Cardholders 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, unless the third party is a party with whom we can share your personal information under these terms and our full Privacy Policy. 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 your and your Cardholders' personal information in accordance with our privacy policy, including to:
 - (i) other business units within our group of companies;
 - (ii) other providers of credit and credit reference and reporting agencies and debt collection agencies;
 - (iii) those who provide to us or our group of companies products or services that support the goods and services we provide, such as our retailers, dealers and suppliers;
 - (iv) 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;
 - (v) in the case of a Cardholder's personal information, the Account Owner of the Account to which the StarCard relates; and
 - (vi) any person or organisation as authorised by the Privacy Act 1993.
 - (f) Where you apply for a StarCard and quote your membership or relationship with another organisation with whom we have a separate agreement in relation to StarCard (a StarCard Promoter), you acknowledge and consent to personal information obtained:
 - (i) by us about you and your Cardholders being made available to the StarCard Promoter and to the StarCard Promoter collecting that information from us; and
 - (ii) by the StarCard Promoter about you and your Cardholders being made available to us and to us collecting that information from the StarCard Promoter.
 - (g) 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.
 - (h) Our full Privacy Policy is available on our website, caltex.co.nz

8 Declaration

Please note: If this application is for a partnership, all partners must sign. If there are more than two partners photocopy this section and attach it to this application.

Last name First name(s)

Signature Date
 X

Last name First name(s)

Signature Date
 X

OFFICE USE ONLY - Business Manager to complete

Type of account Delivery type (bulk/compartment/pump) Territory
Petrol Diesel Lubricants Other StarCard

Proposed credit limit
Refines \$ Lubricants \$ StarCard \$

Comments

Credit team to complete

Customer group 2 Customer group 4 Child carrier number Parent carrier number

Customer number Customer number Customer number
Refines Lubricants StarCard

Approved credit limit
Refines \$ Lubricants \$ StarCard \$

CC Number Credit controller signature Type Class of buyer SIC

Date entered by CM