# **Mobilcard Customer Application Form**



Account Holder Information —————	
Company Name (Legal Name):	
Physical Address:	
City/Town:	Postcode:
_	
Postal Address: Same as Above	
O'l- T	
	Postcode:
Website:	
	Telephone:
Company Number:	Facsimile:
Tell us about you	
Type of business:	
Date business commenced:	
Legal entity structure:	
Which associations are you a member of:	
Vehicle fleet size:	
Estimated monthly spend:	
Are you an existing Mobil customer: Yes	□ No Account #:
Who are your existing fuel card suppliers:	
Contact Information —	
Contact Name:	
Contact Address: Same as	Postal Physical Alternate Address (Please Tick One)
Alternate Address:	
City/Town:	Postcode:
Telephone:	Facsimile:
Mobile:	Email Address:
Online User Details	
Preferred Username:	
	Surname:
Email Address:	

If you have any further problems or enquiries when completing this for, please contact **Mobilcard Support Centre on 0800 732 277** 

COMMUNICATION OF THE PERSON OF	·	Date of Birth:
duress		
City/Town:		Postcode:
Signature:		
Full Name:		
		Date of Birth:
Address:		
 City/Town:		Postcode:
Mandatory		
	nformation	
orovider. Such infor personal informatio	rmation will be used by Mobil and its Mobilcard se on as set out above and to disclosure to Mobil, its	I be collected and held by Mobil Oil New Zealand Limited ("Mobil") and its Mobilcard service provice provider for any matter related to this account. You consent to the collection and use of this Mobilcard service provider and otherwise. In accordance with the Privacy Act 1993 you are entitle information corrected by Mobil by writing to Mobil at P O Box 2499 Wellington.
	t relevant to assessing my /our application for creabout me/us in relation to commercial credit provide	dit, I/ We agree to Mobil obtaining from any credit reporting agency a credit report containing pers led by Mobil.
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Privacy Act (Completion is mandatory)

# Mobilcard Customer Agreement

This Agreement sets out the terms of the creation and operation of an account (the "Account") by Mobil Oil New Zealand Limited ("Company") to be used for purchases of Products and Other Goods, from Authorised Dealers

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement the words and phrases referred to below are defined as follows.

"Account Holder" means whoever has applied for a Mobilcard account and thereby holds themselves out as having primary obligations to comply with this Agreement and who is granted a Mobilcard account subject to these terms and conditions including by way of example, a person or company or trustee or partner of a partnership or any representative of any of these.

'Authorised Dealers" means outlets in New Zealand as notified by Mobil from time to time, that accept the Mobilcard for purchases of Products and Other Goods.

"Cardholder" means the Account Holder or any person authorised by the Account Holder to use a Mobilcard. "Credit Limit" means the maximum amount of credit which Company will extend to the Account Holder for Mobilcard Purchases.

"Floor Limit" means \$1000.00 or any other amount notified by Mobil from time to time.
"Mobilcard" means any card issued by Mobil to the Account Holder for use by Cardholder, or any replacement card issued from time to time.

'Mobilcard Price" means Mobil's price for Products as amended by Mobil from time to time.

"Mobil" means both the Company and its Mobilcard service providers 
"Other Goods" means those goods which are not Products and, subject to the terms the Mobilcard is issued on, are permitted to be purchased by the Cardholder by presentation of the Mobilcard.

"PIN" stands for the Personal Identification Number issued by Mobil to, or selected by, the Cardholder in relation to a Mobilcard.

"Products" means Company petroleum products supplied to the Authorised Dealer either directly or through Company's authorised distributor.

"Transaction Limit" is the maximum dollar amount available per purchase.

- 1.2 In this Agreement, unless the context otherwise requires or specifically otherwise states;
- a) if the Account Holder comprises more than one person, each of those person's liability is joint and several; b) reference to a party or person includes any form of entity whether incorporated or not, and their respective successors, assignees and representatives; c) amounts are in New Zealand dollars and New Zealand law applies;
- d) the singular includes the plural and vice versa;
- e) time is of the essence.

## 2. OWNERSHIP OF CARD

2.1 Company retains ownership of any Mobilcard issued to an Account Holder.

### 3. THE CARD

- 3.1 The Cardholder must sign the Mobilcard with the Cardholder's usual signature immediately upon receipt of it for identification and to assist with prevention of unauthorised or fraudulent use by any other person.
- 3.2 The Cardholder must keep the Mobilcard in a safe place at all times and ensure no-one else uses it
- 3.3 The Cardholder must not disclose the PIN to any unauthorised users, must keep the PIN in a safe place at all times, and ensure no-one else uses it.

3.4 The Account Holder and Cardholder cannot assign or pass on the obligations under this Agreement to any other person.

## 4. USING THE CARD

4.1 The Account Holder agrees that they will use the Mobilcard only in accordance with this Agreement and will guarantee the observance of the terms and conditions of this Agreement by all its Cardholders and indemnify Mobil for any loss caused by any of its Cardholders as a result of breach of the terms and conditions of this

4.2 Any Cardholder as authorised by Company, may use the Mobilcard for the purchase of Products and Other

Goods from Authorised Dealers, subject to the validity of the Mobilicard, purchase restrictions and clause 4.7.
4.3 Mobilcard purchases are charged at either Mobilcard Price or those which are charged at the relevant Authorised Dealer. Company may, at its discretion, discount the Mobilcard Price to the Account Holder and may vary such discount, from time to time.

4.4 No single transaction on Mobilcard is able to exceed the Floor Limit.

4.5 Where the Cardholder, in any transaction, fails after three attempts to properly enter the PIN and gain online

authorisation, no purchase will be made by that Cardholder with that card.

4.6 Customer and merchant transaction limits apply to all transactions. Transactions that are procomanually may be subject to lower Floor Limit and/or additional authorisation may be required from Mobil.

4.7 It is the Account Holder's responsibility to advise all their Cardholders of the Products and Other Goods which Mobil and Account Holder have agreed may be purchased on the Mobilcard. 4.8 It is the Cardholder's responsibility to check that all details on the Mobilcard receipt are correct and retain the receipt for the purposes of the Account Holder's own record and reconciliation requirements.

4.9 Upon the cancellation, termination or expiry of individual Mobilcards or the Mobilcard Account by the Account Holder or Company, the Account Holder will immediately destroy all issued Mobilcards and all amounts outstanding and owing to the Company by the Account Holder shall become immediately due and payable to Company whether or not demand is made. No purchases shall be made using a Mobilcard after its cancellation, expiry or termination.

5.1 All Mobilcard gueries relating to individual purchases, replacement Mobilcards, or requests for new Mobilcards should be directed to either the Mobilcard website or to the Mobilcard support centre

5.2 Company shall not be required to consider any question or dispute on the Account Holder's account notified more than 30 days after the receipt of the relevant statement or invoice.

## 6. COSTS

6. 1 The Account Holder will pay to Mobil:

(a) Taxes and Duties - any government charges, taxes duties or levies, including GST, which may be applicable from time to time;

(b) The current fees charged by Mobil for (i) Transaction Fees;

- (ii) Account Fees
- (iii) Card Fees; and
- (iv) any additional fees as determined by Mobil from time to time
- (c) Any debt collection costs and legal costs including solicitor and client costs incurred by Mobil in seeking to recover any amount owing.
- 6.2 Mobil reserves the right to vary these costs within reason and without notice to the Account Holder

# 7. LOSS AND UNAUTHORISED USE OF THE MOBILCARD

7. 1 If the Mobilcard is lost, stolen, mislaid or the PIN number disclosed or if the Account Holder or Cardholder knows the Mobilcard is in the possession of another person, the Account Holder or Cardholder shall immediately notify Mobil of the loss, via either the Mobilcard Website or the Mobilcard support centre, and give Mobil all relevant information. Until Mobil has received initial notice, the Account Holder shall be liable for any unauthorised use of the Mobilcard.

.2 Any delay may make the Account Holder liable for unauthorised transactions processed on the Mobilcard before the loss or theft or misuse was reported to Mobil. 7.3 If the Cardholder's actions were unintentional the Account Holder still may be liable at Mobil's discretion for

the loss if the Cardholder has not complied with these terms.

## 8. REPLACEMENT MOBILCARD

8. 1 Mobil will replace any lost, stolen or damaged Mobilcard, at the Account Holder's request and on payment of any applicable fees, provided the Account Holder is not otherwise in breach of this Agreement. Any replacement Mobilcard will be subject to the terms and conditions of this Agreement as if it were the original Mobilcard. Mobil will charge a fee for a replacement Mobilcard

## 9. DEFAULT BY ACCOUNT HOLDER

9. 1 If the Account Holder is late in payment or any payment by the Account Holder is dishonoured, then the Account Holder will pay to Mobil the current dishonour fee.

## 10. PAYMENT OF ACCOUNT

10. 1 The Account Holder accepts and will enter or has entered into the terms contained in this Agreement and vill make payment in full within the credit period unless prior written approval have been obtained from Mobil. 10.2 Company reserves the right to

a) recover from the Account Holder all amounts for purchases on the Mobilcard which appear on the Account Holder's invoice and/or statement.

b) set off any outstanding debts owed to Company by the Account Holder against any moneys payable to the Account Holder by Company.

## 11 CREDIT LIMIT

11. 1 The amount outstanding on the Account Holders Mobilcard Account including current month purchases must not exceed the Credit Limit. If the Account Holder fails to comply with this condition, then any amount charged to the account that is in excess of the Credit Limit shall be immediately payable by the Account Holder to Company upon demand. Company may, at its discretion, withdraw credit or refuse to supply Product and Other Goods if the Account Holder exceeds its Credit Limit or fails to make minimum payments.

## 12. TERM OF AGREEMENT

12.1 The terms and conditions of this Agreement will apply from the date this Agreement is signed by the Account Holder

The Account Holder may terminate this Agreement by giving Mobil 14 days' written notice of such termination

and upon immediate payment of any outstanding moneys owing to Mobil. 12.2 Company may take steps to prevent further use of any Mobilcard issued to an Account Holder or Cardholder at any time with or without notice and with or without providing a reason for the suspension or termination

## 13. AMENDMENTS AND ERRORS

13.1 Company may vary any or all of the terms of this Agreement at any time and will give the Account Holder 21 days' notice in writing if the change affects the Account Holder's maximum liability for losses or adjusts any transaction limits

13.2 Mobil may at any time correct any error relating to a transaction on Mobilcard, whether or not the correction is in the Account Holder's favour

## 14. LIABILITY

14.1 Any difficulties the Cardholder may experience with Products or Other Goods purchased on Mobilcard remain the sole responsibility of the Authorised Dealer from which they were purchased without recourse to

14.2 Where the Cardholder has been unable to complete a transaction for whatever reason, including the refusal by the Authorised Dealer to allow purchases to be made by using a Mobilcard, Mobil shall not be liable for any losses or costs incurred by the Account Holder or Cardholder.

15.1 The Account Holder shall keep Mobil advised of any change of the Account Holder's account details. including any change of address, during the use of the Mobilcard and the operation of the Account 15.2 Any notice given:

the Account Holder must be marked to the attention of the Mobilcard support centre and received by Mobil either by facsimile, e-mail or post;

(b) by Mobil must be given by writing to the Account Holder at the registered office if the Account Holder is a company, or otherwise at the Account Holder's last known email or post address notified to Mobil pursuant to clause 15.1, and shall be deemed received by the Account Holder when left at that address or 3 business days after being emailed or posted to that address.

## 16. VALIDITY OF TERMS

16.1 The illegality, invalidity or unenforceability of any term of this Agreement shall not affect the legality, validity or enforceability of any other term

## 17. SUPPLY AGREEMENT

17.1 These conditions of use are to be read in conjunction with the terms and conditions of any supply agreement between Company and the Account Holder. Account Holder acknowledges that its default under this Agreement constitutes a default under any supply or other agreement it has with Company.

## **18. PRIVACY ACT 1993**

18.1 Mobil will ensure that any information received by it is held securely and will not use it or disclose it to any other person, except for the purposes below, or as authorised by the Account Holder or when required or

18.2 Any information received and held by Mobil in respect of individuals is available to the Account Holder to see and correct if necessary under the provisions of the Privacy Act 1993, upon request to Mobil

18.3 By entering into this Agreement, the Account Holder also authorises Mobil to: (a) use the information for the general purpose of establishing and maintaining a relationship between the Account Holder and Mobil, including the provision of any products or services which Mobil considers may

be of interest to the Account Holder;
(b) collect such information as it may require for the normal and proper operation of the account the Account Holder holds with Mobil from any source including credit information agencies. Any party requested by Mobil to provide such information is authorised to disclose that information;

(c) disclose the information to other persons only in the following circumstances:

(i) Where disclosure is required or permitted by law;

(ii) Where disclosure to a reputable market research organisation subject to a confidentiality agreement,

to assist Mobil in seeking its customers' views on the existing and proposed services;
(iii) Where disclosure is to a reputable credit or other agency in response to a request regarding the Account Holder's creditworthiness:

## 19 Consumer Guarantees Act

19.1 Account Holder acknowledges and agrees that the acquisition of Products and/or Other Goods pursuant to these Terms and Conditions is for the purposes of a business and therefore the provisions of the Consumer Guarantees Act 1993 do not apply

## 20. Mobilcard Website

20.1 Mobil provides an online service, via the Mobilcard website, to enable the Account Holder's nominated persons/service providers to administer the Mobilcard. The Account Holder agrees by their nominated persons using any login ID and password, to be bound by the current Terms and Conditions on the Mobilcard webs addition to these Terms and Conditions

## Conditions of the Mobilcard Agreement as set out above

Signature Position Held

Full Name

I/We represent that I/We have authority to sign on behalf of:

Mandatory



# Mobilcard Customer Agreement- Customer copy please retain

This Agreement sets out the terms of the creation and operation of an account (the "Account") by Mobil Oil New Zealand Limited ("Company") to be used for purchases of Products and Other Goods, from Authorised Dealers

### 1. DEFINITIONS AND INTERPRETATION

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"Credit Limit" means the maximum amount of credit which Company will extend to the Account Holder for Mobilcard Purchases

Floor Limit" means \$1000.00 or any other amount notified by Mobil from time to time.

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Products" means Company petroleum products supplied to the Authorised Dealer either directly or through Company's authorised distributor.

"Transaction Limit" is the maximum dollar amount available per purchase

## 1.2 In this Agreement, unless the context otherwise requires or specifically otherwise states

- a) if the Account Holder comprises more than one person, each of those person's liability is joint and several;
- b) reference to a party or person includes any form of entity whether incorporated or not, and their respective successors, assignees and representatives;
  c) amounts are in New Zealand dollars and New Zealand law applies;
- d) the singular includes the plural and vice versa;
- e) time is of the essence.

## 2. OWNERSHIP OF CARD

2.1 Company retains ownership of any Mobilcard issued to an Account Holder.

## 3 THE CARD

- 3.1 The Cardholder must sign the Mobilcard with the Cardholder's usual signature immediately upon receipt of it for identification and to assist with prevention of unauthorised or fraudulent use by any other person
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- 3.3 The Cardholder must not disclose the PIN to any unauthorised users, must keep the PIN in a safe place at all times, and ensure no-one else uses it.
- 3.4 The Account Holder and Cardholder cannot assign or pass on the obligations under this Agreement to any other person.

### 4 USING THE CARD

- 4.1 The Account Holder agrees that they will use the Mobilcard only in accordance with this Agreement and will quarantee the observance of the terms and conditions of this Agreement by all its Cardholders and indemnify Mobil for any loss caused by any of its Cardholders as a result of breach of the terms and conditions of this Agreement.
- 4.2 Any Cardholder as authorised by Company, may use the Mobilcard for the purchase of Products and Other Goods from Authorised Dealers, subject to the validity of the Mobilcard, purchase restrictions and clause 4.7
- 4.3 Mobilcard purchases are charged at either Mobilcard Price or those which are charged at the relevant Authorised Dealer. Company may, at its discretion, discount the Mobilcard Price to the Account Holder and may vary such discount, from time to time.
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- 4.5 Where the Cardholder, in any transaction, fails after three attempts to properly enter the PIN and gain online authorisation, no purchase will be made by that Cardholder with that card.
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  4.7 It is the Account Holder's responsibility to advise all their Cardholders of the Products and Other Goods which
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  4.8 It is the Cardholder's responsibility to check that all details on the Mobilcard receipt are correct and retain the receipt for the purposes of the Account Holder's own record and reconciliation requirements.

4.9 Upon the cancellation, termination or expiry of individual Mobilcards or the Mobilcard Account by the Account Holder or Company, the Account Holder will immediately destroy all issued Mobilcards and all amounts outstanding and owing to the Company by the Account Holder shall become immediately due and payable to Company whether or not demand is made. No purchases shall be made using a Mobilcard after its cancellation, expiry or

## 5. ACCOUNT QUERIES

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- 6. 1 The Account Holder will pay to Mobil:
- (a) Taxes and Duties any government charges, taxes duties or levies, including GST, which may be applicable from time to time:
- (b) The current fees charged by Mobil for
  - (i) Transaction Fees;
  - (ii) Account Fees; (iii) Card Fees; and
- (iv) any additional fees as determined by Mobil from time to time
  (c) Any debt collection costs and legal costs including solicitor and client costs incurred by Mobil in seeking to recover any amount owing.
- 6.2 Mobil reserves the right to vary these costs within reason and without notice to the Account Holder

7. LOSS AND UNAUTHORISED USE OF THE MOBILCARD
7. 1 If the Mobilcard is lost, stolen, mislaid or the PIN number disclosed or if the Account Holder or Cardholder knows the Mobilcard is in the possession of another person, the Account Holder or Cardholder shall immediately notify Mobil of the loss, via either the Mobilcard Website or the Mobilcard support centre, and give Mobil all relevant information. Until Mobil has received initial notice, the Account Holder shall be liable for any unauthor-

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1 If the Account Holder is late in payment or any payment by the Account Holder is dishonoured, then the Account Holder will pay to Mobil the current dishonour fee

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Holder's invoice and/or statement.

b) set off any outstanding debts owed to Company by the Account Holder against any moneys payable to the Account Holder by Company

11. 1 The amount outstanding on the Account Holders Mobilcard Account including current month purchases must not exceed the Credit Limit. If the Account Holder fails to comply with this condition, then any amount charged to the account that is in excess of the Credit Limit shall be immediately payable by the Account Holder to Company upon demand. Company may, at its discretion, withdraw credit or refuse to supply Product and Other Goods if the Account Holder exceeds its Credit Limit or fails to make minimum payments

## 12. TERM OF AGREEMENT

12.1 The terms and conditions of this Agreement will apply from the date this Agreement is signed by the Account Holder.

The Account Holder may terminate this Agreement by giving Mobil 14 days' written notice of such termination and upon immediate payment of any outstanding moneys owing to Mobil.

12.2 Company may take steps to prevent further use of any Mobilcard issued to an Account Holder or Cardholder

at any time with or without notice and with or without providing a reason for the suspension or termination.

## 13. AMENDMENTS AND ERRORS

13.1 Company may vary any or all of the terms of this Agreement at any time and will give the Account Holder 21 days' notice in writing if the change affects the Account Holder's maximum liability for losses or adjusts any

13.2 Mobil may at any time correct any error relating to a transaction on Mobilcard, whether or not the correction

## 14. LIABILITY

14.1 Any difficulties the Cardholder may experience with Products or Other Goods purchased on Mobilcard remain the sole responsibility of the Authorised Dealer from which they were purchased without recourse to

14.2 Where the Cardholder has been unable to complete a transaction for whatever reason, including the refusal by the Authorised Dealer to allow purchases to be made by using a Mobilcard, Mobil shall not be liable for any losses or costs incurred by the Account Holder or Cardholder.

15.1 The Account Holder shall keep Mobil advised of any change of the Account Holder's account details, including any change of address, during the use of the Mobilcard and the operation of the Account. 15.2 Any notice given:

- (a) by the Account Holder must be marked to the attention of the Mobilcard support centre and received by
- Mobil either by facsimile, e-mail or post;
  (b) by Mobil must be given by writing to the Account Holder at the registered office if the Account Holder is a company, or otherwise at the Account Holder's last known email or post address notified to Mobil pursuant to clause 15.1, and shall be deemed received by the Account Holder when left at that address or 3 business days after being emailed or posted to that address

## 16. VALIDITY OF TERMS

16.1 The illegality, invalidity or unenforceability of any term of this Agreement shall not affect the legality, validity or enforceability of any other term.

## 17. SUPPLY AGREEMENT

17.1 These conditions of use are to be read in conjunction with the terms and conditions of any supply agreement between Company and the Account Holder. Account Holder acknowledges that its default under this Agreement constitutes a default under any supply or other agreement it has with Company.

18.1 Mobil will ensure that any information received by it is held securely and will not use it or disclose it to any other person, except for the purposes below, or as authorised by the Account Holder or when required or authorised by law.

18.2 Any information received and held by Mobil in respect of individuals is available to the Account Holder to see and correct if necessary under the provisions of the Privacy Act 1993, upon request to Mobil. 18.3 By entering into this Agreement, the Account Holder also authorises Mobil to:(a) use the information for the general purpose of establishing and maintaining a relationship between the

- Account Holder and Mobil, including the provision of any products or services which Mobil considers may be of interest to the Account Holder;
- (b) collect such information as it may require for the normal and proper operation of the account the Account Holder holds with Mobil from any source including credit information agencies. Any party requested by Mobil to provide such information is authorised to disclose that information:
- (c) disclose the information to other persons only in the following circumstances:
  (i) Where disclosure is required or permitted by law;

  - (ii) Where disclosure to a reputable market research organisation subject to a confidentiality agreement, to assist Mobil in seeking its customers' views on the existing and proposed services;
  - (iii) Where disclosure is to a reputable credit or other agency in response to a request regarding the

19.1 Account Holder acknowledges and agrees that the acquisition of Products and/or Other Goods pursuant to these Terms and Conditions is for the purposes of a business and therefore the provisions of the Consum Guarantees Act 1993 do not apply.

20.1 Mobil provides an online service, via the Mobilcard website, to enable the Account Holder's nominated persons/service providers to administer the Mobilcard. The Account Holder agrees by their nominated persons using any login ID and password, to be bound by the current Terms and Conditions on the Mobilcard website in addition to these Terms and Conditions

## Conditions of the Mobilcard Agreement as set out above

Signature Position Held **Full Name** 

Date

I/We represent that I/We have authority to sign on behalf of:

Mandatory



# **Mobil Oil New Zealand Limited**

BANK COPY
Name of Account (Mobilcard Customer):
Bank Account from which Payments to be Made:  Bank Branch Account Number Suffix (eg 00)  NOT TO OPERATE AS AN ASSIGNMENT OR
AGREEMENT Authorisation Code  1 2 0 5 1 9 3
To the Manager
Bank
Branch Address
Town/City
I / We authorise you until further notice to debit my/our account with you all amounts which  Mobil Oil New Zealand 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
M O B I L O I L
Your Signature(s) Bank account holder(s) to complete
Date
For Bank Use Only
Approved 0519 Original - Retain at Bank  Date Received By By By  BANK STAMP
Mobilcard Account #:

# **Mobil Oil New Zealand Limited**

MOBILCARD COPY
Name of Account (Mobilcard Customer):
Bank Account from which Payments to be Made:  Bank Branch Account Number Suffix (eg 00)  NOT TO OPERATE AS AN ASSIGNMENT OR AGREEMENT  Authorisation Code  1 2 0 5 1 9 3
To the Manager
Bank
Branch Address
Town/City
I / We authorise you until further notice to debit my/our account with you all amounts which  Mobil Oil New Zealand 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
M O B I L O I L
Your Signature(s) Bank account holder(s) to complete
Date
For Bank Use Only
Approved 0519  Original - Retain at Bank  Date Recorded Checked By By By  BANK STAMP
Mobilcard Account #:

# **Mobil Oil New Zealand Limited**

CUSTOMER COPY
Name of Account (Mobilcard Customer):
Bank Account from which Payments to be Made:  Bank Branch Account Number Suffix (eg 00)  NOT TO OPERATE AS AN ASSIGNMENT OR AGREEMENT  Authorisation Code  1 2 0 5 1 9 3
To the Manager
Bank
Branch Address
Town/City
I / We authorise you until further notice to debit my/our account with you all amounts which  Mobil Oil New Zealand 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
M O B I L O I L
Your Signature(s) Bank account holder(s) to complete
Date
For Bank Use Only Approved
O519 Original - Retain at Bank  Oscillator   Date Recorded By   Checked By   BANK STAMP
Mobilcard Account #:

# Standard Direct Debit Terms And Conditions

## 1. The Initiator:

- 10 Day Advance Notice of Each Direct Debit
- (a) Has agreed to give the Acceptor written advance notice of the net amount of each Direct Debit and the due date of debiting at least 10 calendar days (but not more than 2 calendar months) the date the Direct Debit will be initiated. The advance notice will include the following message:
- "Unless advice to the contrary is received from you by (\*date), the amount of \$ will be directly debited to your Bank account on (initiating date)."
- \*This date will be at least two (2) days prior to the due date to allow for the amendment of Direct Debits.

## Same Day Debiting (Customer Authorised Debit)

- (b) Will not initiate a Direct Debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account. Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1 (b) but no later than the date the Direct Debit will be initiated.
- (c) 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 giving written notice to the Bank prior to the Direct Debit being actioned 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 (b) 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 made from 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 dispute lies between me/us and the Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of information about payments on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:
- any variations between notices given by the Initiator and the amounts of Direct Debits:
- 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 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 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) Change its current fees for this service in force from time-to-time.
- 5. Termination or stopping for any reason of the Direct Debit does not release Customer from obligation to pay Initiator in accordance with applicable contracts.

# **Mobilcard card details**

All Mobilcards are issued with a PIN (Personal Idenification Number) —

Vehicle registration OR Driver Name	Product Restriction Code	Cost Centre (if applicable)	Transaction Limit	Daily Limit	Monthly Limit	PIN (or leave blank to accept random PIN)
A personal card has the drivers name on it and can be used in any Vehicle. A vehicle card has the vehicle registration on it and can only be used in that vehicle	These are the product/ purchase restrictions to be applied to this card. See the list below for choices	A cost centre is used to get a summary of purchases by a group of cards. If a further subdivision of the account is required above this a new account for each higher subdivision will need to be opened	The dollar limit per transaction is used as a security feature and should be based on the fuel tank size of the vehicle	A daily dollar limit is an additional security feature useful to reduce loss when the card is in the hands of an unauthorised person	Another control feature which is predominantly used to determine credit exposure	The PIN (Personal Identity Number) can be left blank to accept a random number or a familiar PIN can be used. "None" could be used if no PIN is required, but we recommend against this
John Smith	000	Example Only	Optional. Re	commended for additi	onal security	1234

## **Product Restriction Code**

All Purchases to \$150	0009	Diesel & Service Only	0002	Diesel Only	0005
All Purchases to \$500	0003	Diesel & Shop Only	1007	Fuel & Service	1025
All Service excl Oil	1002	Diesel Oil & Service	1014	Diesel Unleaded 91 & Oil Only	1021
All Services	0000	Fuel Oil & Service Only	1029	Petrol Oil & Carwash	1043
All Services excl Carwash	1000	Fuel Only	0007	Petrol Oil & Shop	1045
Diesel & 91 Unleaded Only	1008	Fuel/Oil & Carwash Only	8000	Unleaded 91 & Carwash	1053
Diesel & Carwash	1004	Petrol & Carwash	1034	Unleaded 91 Oil & Carwash	1054
Diesel & Oil Only	0004	Petrol & Oil Only	0001	Unleaded 91 Petrol Only	0011

If you have any further problems or enquiries when completing this form, please contact **Mobilcard Support Centre on 0800 732 277** 

New Zealand Permit No. 3458



If undelivered, please return to: PO Box 2497, Wellington

Mobilcard Support Centre P O Box 2499 Wellington 6140

Application Checklist
Please include the following with your application:
Completed Direct Debit Authority (Bank Copy, Customer and Mobilcard Copy)
Signed terms and conditions
Photo Identification, for example photocopy of Drivers Licence or Passport (individual or each director/partner/trustee)
Certificate of Incorporation / Proof of GST Registration (only for companies) (only for sole traders)
Proof of Address (provide photocopy of utility bill or bank statement certified by you as correct)
Signed personal guarantee
Signed privacy agreement

If you have any problems or enquiries when completing this form, please contact Mobilcard Support Centre, Telephone 0800 732 277  $\,$