

Rockgas Auto LPG Loan and Fuel Card Application



Part 1 - Details of applicant

For help completing this form, please phone 0800 807 300. Once complete, post it to Rockgas, Private Bag 2020, New Plymouth 4340 or email fuel.card@rockgas.co.nz.

1. Application details

Your full legal name	<input type="text"/>	Fuel consumption	<input type="text"/>	Office use only Customer number <input type="text"/>
Business trading name	<input type="text"/>			
Taxi company (if applicable)	<input type="text"/>	Taxi fleet number	<input type="text"/>	
GST number	<input type="text"/>	Years in business	<input type="text"/>	
Street address	<input type="text"/>			
Postal address	<input type="text"/>			
Contact numbers	Business <input type="text"/> <input type="text"/> <small>> Area code > Number</small>	Home <input type="text"/> <input type="text"/> <small>> Area code > Number</small>		
	Mobile <input type="text"/> <input type="text"/> <small>> Area code > Number</small>	Fax <input type="text"/> <input type="text"/> <small>> Area code > Number</small>		
	Email <input type="text"/>			
Customer type	<input type="radio"/> Taxi <input type="radio"/> Taxi company <input type="radio"/> Business <input type="radio"/> Private <input type="radio"/> Government			

Complete either section 2a or 2b

2a. Vehicle and vehicle conversion details for loan and Fuel Card – business customers only

Year	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>	Reg Number	<input type="text"/>
Odometer reading	<input type="text"/>			<input type="radio"/> Dedicated <input type="radio"/> Dual			
Conversion equipment	<input type="text"/>			Conversion amount \$	<input type="text"/>		
Annual kilometres driven	<input type="text"/> km per year		Fuel consumption litres per month	<input type="text"/>			
Conversion contractor	<input type="text"/>			Conversion contractor phone	<input type="text"/>		
Conversion contractor address	<input type="text"/>						
Stated equipment and price are suitable for conversion of the stated vehicle	<input type="text"/>						
	<small>> Conversion contractor signature</small>						
Auto LPG supply term of this agreement is 36 months	Loan amount	\$ <input type="text"/>					
	Repayment: 15 equal monthly instalments of	\$ <input type="text"/>					
Shortfall margin 25 per cent. See Part 2, clause 11. Minimum monthly repayment level is \$100.							
Other (please specify)	<input type="text"/>						
	<input type="text"/>						

2b. Vehicle details – Fuel Card only

Year	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>	Reg Number	<input type="text"/>
LPG installation type	<input type="radio"/> Factory fitted <input type="radio"/> Dedicated <input type="radio"/> Dual						
	<input type="radio"/> After market <input type="radio"/> Dedicated <input type="radio"/> Dual						

3. Vehicle ownership details – (tick one and enter details below)

Customer type Sole trader Partnership Owner Driver Account holder Limited liability company

Other (please specify)

Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
			> Area code > Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
			> Area code > Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
			> Area code > Number
Full name	<input type="text"/>	Date of birth	<input type="text"/>
	<input type="text"/>	Phone	<input type="text"/> <input type="text"/>
			> Area code > Number

4. Auto LPG Fuel Card details – not required if you already have an Auto LPG Fuel Card

Vehicle registration number	Select PIN number (First digit can't be zero)	Name on card	Head office use
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

5. Declaration

I/We confirm that the foregoing statements are true and complete. I/We understand that Rockgas Limited reserves the right to decline any applications. Upon acceptance of this application, I/we agree to be bound by the Terms and Conditions as shown overleaf. I/We agree to payment terms being by direct debit on a fortnightly or monthly basis, as set out in the direct debit authority below.

Pursuant to the Privacy Act 1993, the following is brought to your attention:

This application collects personal information about you for the purposes of providing a credit account, administration of that account and for the purposes of providing on-going information about Rockgas products and services. The intended recipient of the information is Rockgas Limited. This information is being collected and is held at Rockgas Limited, 42 Connett Road West, Bell Block, New Plymouth 4312. Failure to provide this information may result in the application being declined. You have rights of access to, and may request the correction of, personal information about you, held by us. · You authorise any person or company to provide us with such information as we may require in response to credit enquiries. · You authorise us to furnish any third party details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by Rockgas. · Rockgas has the right to cancel the card or suspend its acceptance until any overdue payment is made. Any legal or other fees Rockgas may incur in recovering overdue amounts will be payable by the cardholder.

Full name Signature Date

Authority to accept Direct Debits

(Not to operate as an assignment or agreement)

42 Connett Road West, Bell Block,
Private Bag 2020, New Plymouth, 4340



Your details

Name of account to be debited			
	Title First name/s Last name		
Address			
	Number, Street, Suburb and Town or City		
Phone number		Email address	
	Area Code	Number	
Customer number			

Direct Debit

Bank account name												
Bank account details												
Bank name												
Bank branch												
To appear on your statement												

Authority to accept Direct Debits
Not to operate as an assignment or agreement.
Authorisation code

0 2 3 3 5 0 9

Signature

I/We authorise you, until further notice in writing, to debit my/our account/s with all amounts that Rockgas Ltd (hereafter referred to as the Initiator), the registered Initiator of the Authorisation Code below, may initiate by Direct Debit. I/We acknowledge and accept that the Bank accepts this Authority only upon the conditions listed below.

Name of account			
Name/s and signature/s			
If this is a joint account, we will need both signatures.			

For bank use only

Approved	Date received	Received by	Checked by	Bank stamp
3350				
04 19				

Conditions of this Authority to accept Direct Debits

1. The Initiator:

a. Has agreed to give advance notice of the net amount of each direct debit and the due date of the debiting at least two business days before the date when the direct debit will be initiated. This advance notice must 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 advance notice will include the following message:- "The amount of \$..., will be 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 Initiator: 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 dispute 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 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. Charge its current fees for this service in force from time-to-time.

**Part 2 –
Vehicle Conversion
and Loan
Terms and Conditions
– business
customers only**

Loan

1. We (Rockgas Limited) will lend you an amount up to the sum specified in Part 1, section 2a of the application including GST ('the loan') which you will use solely to convert the Vehicle(s) specified in Part 2a of the application ('Vehicle') to LPG. The loan is interest free and is provided to you conditional on your compliance with this agreement.
2. The loan is available only to business customers, or those who are intending to use the loan to convert a Vehicle that is primarily for business or commercial use.

Conversion

3. You are responsible for making arrangements directly with a conversion contractor approved by us. We can provide referrals on request. An agreement to convert the Vehicle must be on the conversion contractor's standard terms. The conversion contractor shall be fully responsible for providing you with all warranties and guarantees to which you may be entitled. We are not responsible for and do not guarantee any work undertaken by the conversion contractor.
4. The Vehicle must be converted using either a vapour or liquid injection system that is appropriate for use in that Vehicle.
5. We will pay to the conversion contractor the cost of the conversion work for the Vehicle(s) on your behalf up to the amount of the approved loan (including GST). Additional costs over the amount of the loan (if any) are your responsibility.

Repayment

6. You will repay the loan in equal monthly payments, the number and the quantum of which is specified in Part 1, section 2a. Your repayments begin one month after the date of completion of the conversion.
7. Repayments must be made by way of Direct Debit from the Bank account set out in the application. You may make additional repayments of the loan at any time.
8. If you wish to sell the converted Vehicle prior to the loan being repaid, you must immediately repay in full the balance of the loan prior to the sale.

Conditions

9. The Vehicle being converted must:
 - a. have travelled no more than 170,000 kilometres. You must provide to us on request a copy of your Vehicle's logbook or service records in order to validate the mileage; and
 - b. be under five years old if the Vehicle is used or is to be used as a taxi.
10. You must display a Rockgas Auto LPG ('Auto LPG') bumper sticker on both the front and the rear bumper of the Vehicle.
11. We agree to make the loan to you on your undertaking that you will purchase a minimum of 400 litres of Auto LPG per month ('minimum quantity') using your Rockgas Auto LPG Fuel Card ('the Auto LPG Fuel Card') during the period of 36 months after the date of conversion of the Vehicle.
12. If you fail to purchase the required minimum monthly quantity of Auto LPG from us during this period, we may:
 - a. charge you a shortfall margin of 25 per cent as specified in Part 1 ('shortfall margin') of the uninvoiced Auto LPG amount for the month(s) that the quantity purchased falls below the minimum quantity, being a genuine estimation of the loss that we have suffered as a result of the minimum quantity not being purchased; and/or
 - b. require you to promptly repay in full the outstanding balance of the loan.
13. We undertake to keep our LPG pricing at competitive market levels throughout the term of this agreement. If you believe that you are not receiving competitive market prices you must notify us in writing with written proof of any alternative offers. We then have 28 days to conduct a price review and match the offer being tabled.
14. If we match the LPG price notified to us, you must continue to purchase Auto LPG solely from us. If we do not match the price, we may terminate this agreement and require any outstanding balance of the loan to be repaid immediately.
15. You shall insure and keep insured the Vehicle and the conversion equipment, for our benefit, for its full value against all risks (and shall hold the entire proceeds of any insurance claim relating to the Vehicle on trust for us in a separate account).

Default and consequences of default

16. There will be a default if at any time and for any reason, whether or not beyond your control:
 - a. you default in payment on the due date of any amount owing under this agreement;
 - b. you fail to comply with any of your other obligations under this agreement; or
 - c. a representation, warranty or statement made by or on your behalf in connection with this agreement is untrue, incomplete or inaccurate.
17. When or after a default occurs and without affecting any other rights we may have, we may by notice to you:
 - a. cancel the loan
 - b. declare all or any parts of the amounts owing in relation to the loan to be immediately due and payable, in which case that debt will be due and payable; and
 - c. exercise all or any of our rights under this agreement or at law.
18. In addition to our rights under clause 17, if you fail to make payment to us of any monies owing in respect of the loan, we may charge you a \$25 debt management fee.

Termination

19. You may terminate this agreement by giving one month's written notice to us.
20. We may terminate this agreement immediately if:
 - a. your Auto LPG Fuel Card is terminated under clause 18 of Part 3 of this agreement;
 - b. you fail to rectify a breach of any of your obligations under this agreement within 10 days of receiving a notice from us requiring you to rectify the breach;
 - c. you become Bankrupt or commit an act of Bankruptcy or, being a company, go into receivership or become liable to be liquidated, or make any arrangement or composition with, or assignment for the benefit of, creditors, or suffer any execution to be levied upon your goods, or die, or become of unsound mind, or incapable of managing your affairs; or
 - d. you dispose of the Vehicle or cease to use Auto LPG as a fuel.
21. If this agreement is terminated under either clause 19 or 20, then the balance of the loan remaining outstanding shall immediately become due and payable.

Personal Property Securities Act

22. You grant to us a purchase money security interest in the conversion equipment installed in the Vehicle as security for all amounts owing by you to us.
23. You waive any right you may have to receive from us a copy of any financing statement, financing change statement, or verification statement (under section 148) registered or received by us in respect of this agreement.
24. You agree that sections 114(1)(a), 120(2), 133 and 134 of the Personal Property Securities Act 1999 ('PPSA') shall not apply on the enforcement by us of any security interest created or provided for by this agreement.
25. You also waive any rights you may have under sections 116, 120(2), 121, 125 and 129 of the PPSA on such enforcement.
26. You agree that you shall not change your name without first notifying us in writing of the proposed name change and the new name at least seven days before the change takes effect.
27. If you fail to comply with any of the provisions of this agreement, we, or our agent, may (subject to the terms of Part 9 of the PPSA) enter upon and into buildings and premises owned, occupied or used by you, where the converted equipment is situated, and retake possession of such equipment.

Right to cancel

28. If you want to cancel this agreement before the conversion is commenced you must give written notice to us, otherwise you must repay us the full amount of the conversion loan immediately if the conversion has been commenced or completed.
29. If you cancel the agreement, we can charge you the amount of any reasonable expenses we had to pay in connection with the terms and its cancellation (including legal fees and fees for credit reports, etc).
30. This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately.

Part 3 – Rockgas Auto LPG Fuel Card Terms and Conditions

Issue of the Fuel Card

1. You agree that by submitting the application form, you have agreed to comply with these terms and conditions (the 'agreement') between you and us.
2. Each Rockgas Auto LPG Fuel Card ('Fuel Card') shall be:
 - a. issued for the person and Vehicle nominated in the application form;
 - b. embossed with a number which will correspond with the registration number of the Vehicle to which the Fuel Card is allocated; and
 - c. valid only for the period stated on the Fuel Card (unless cancelled earlier).
3. You may have a number of Fuel Cards issued and linked to your account. You will be liable for all Fuel Cards linked to your account.
4. Each Fuel Card is assigned a personal identification number ('PIN'). You are responsible for the use of the Fuel Card by the person(s) who use it and have knowledge of the PIN.
5. We will maintain a separate account for each Fuel Card and will charge or credit to that account, as the case may be, the amounts of all sales and credit vouchers issued in respect of the Fuel Card.
6. Fuel Cards are our property and are not transferable. Your Fuel Card must be returned to us on request.
7. There will be a cost to replace your Fuel Card and it will only be issued after you have paid for it.

Use of the Fuel Card

8. Each Fuel Card is authorised for use at all approved merchants who honour the Fuel Card as payment.
9. Fuel Cards can only be used for Rockgas Auto LPG purchases.
10. You will purchase Auto LPG from any retail site having the Auto LPG Fuel Card facility (through participating service stations and Rockgas Auto LPG outlets – refer to rockgas.co.nz/get-connected). You must use your Auto LPG Fuel Card for all purchases. The price will be our current price for your classification based on your monthly fuel use and filling location.
11. The LPG price classification will reflect the volume of Auto LPG you buy. This price may be reviewed by us from time to time if the volume you purchase increases or decreases.
12. If any Fuel Card is lost or stolen, you must notify us immediately by telephone followed by written confirmation. You shall be liable for all charges incurred as a result of the unauthorised use of a Fuel Card from the time of its loss or theft until such time as notification of such loss or theft is received by our head office.
13. Any voucher document in respect of a Fuel Card transaction received by us and duly signed by an authorised user or authorised by the PIN for that Fuel Card shall be conclusive proof that the volume recorded on it was properly incurred.
14. If you do not use your Fuel Card for six months or more prior to its expiry, you will not automatically receive a new card. You must request a new Fuel Card and will incur a card replacement fee.
15. You agree to only use a Fuel Card at an unmanned 24-hour site after you have read and understood the safety instructions for self-service sites and filling instructions in the Fuel Card handbook. Unmanned sites may be used for the re-filling of Vehicles only.

Fees, invoicing and payment

16. We may require you to pay fees from time to time as specified by us, such fees to be calculated as the reasonable reimbursement to us for actual costs incurred in connection with the Fuel Card or operation of your account. No fees will be refunded in the event of cancellation of any or all of the Fuel Cards issued.
17. We will prepare and send you regular individual invoices/statements in respect of each account.
18. You agree to pay all amounts owing in respect of Fuel Card transactions by Direct Debit, in full, from the Bank account set out in the application, by the due date on the relevant invoice which will be no more than two months following the first extension of credit during the period covered by the invoice.
19. For the avoidance of doubt, when the balance owing on the Fuel Card account is returned to zero every month, each new extension of credit on the Fuel Card is deemed to be a new contract.
20. You shall be liable for all costs of collection and legal fees incurred by us in recovering Fuel Card amounts payable by you. If you fail to make payment to us of any monies owing in respect of the Fuel Card, we may charge a \$25 debt management fee.

Liability

21. You shall be responsible, without limitation, for payment to us of all amounts properly debited to each Fuel Card notwithstanding that any such debits may have arisen as a result of actions without your authority or that the Fuel Card has been used in breach of this agreement.
22. We are not liable to you for any loss or damage, whether arising in contract, tort (including negligence) or otherwise for:
 - a. any fault with the Fuel Card or the systems that process our transactions;
 - b. the actions of any Fuel Card merchant;
 - c. any unauthorised use, misuse or fraud with a Fuel Card and/or PIN that has not been notified to us in accordance with this agreement;
 - d. loss or damage suffered by you arising out of the supply of Rockgas Auto LPG;
 - e. any failure to supply Rockgas Auto LPG; or
 - f. any event that is beyond our reasonable control.

Termination

23. You may at any time terminate this agreement by written notice to us accompanied by the return of the Fuel Card(s).
24. We may terminate this agreement at any time without prior notice by cancelling or failing to renew the Fuel Card(s) and on being notified that we have done so you will return the Fuel Card(s) to us.
25. Any termination of this agreement shall be without prejudice to your liability in respect of the use of the Fuel Card(s).

Variation of agreement

26. We reserve the right to vary this agreement from time to time. The variation will become effective on notification to you.
27. We may notify you by putting a notice on our website, writing to you, or displaying a copy of the terms and conditions at any participating service station, or any unmanned site.

Part 4 – Conditions of this authority to accept Direct Debits

1. The initiator

- a. Has agreed to give written advance notice of the net amount of each Direct Debit and the due date of the debiting at least TWO business days before the date when the Direct Debit will be initiated. The advance notice will include the following message: 'The amount of \$ will be 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 payment by notice in writing to the customer.

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 the customer's account in good faith notwithstanding the death or Bankruptcy of the customer 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 the customer and the Bank in relation to the customer's account.
- c. Any dispute as to the correctness or validity of an amount debited to the customer's 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 the customer 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 initiator's failure to give written advance notice correctly, nor for the non-receipt or late receipt of notice by the customer for any reason whatsoever. In any situation, the dispute lies between the customer 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 the customer and given to or drawn on the Bank.
- b. At any time terminate this Authority as to future payments by notice in writing to the customer.
- c. Charge its current fees for this service in force from time to time.

Part 5 – General

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1. This Part 5 applies to all other Parts of this agreement.
 2. In these Terms and Conditions:
 - **“Agreement”** means Parts 2 to 5 (inclusive) of these terms and conditions.
 - **“Application”** means the Conversion Loan and Rockgas Auto LPG Fuel Card application form that you must complete to make an application for us to provide the loan and provide the Rockgas Auto LPG Fuel Card.
 - **“We”, “us” or “our”** mean and refer to Rockgas Limited.
 - **“You” and “your”** mean the applicant and the account holder described in Part 1 of this application.
 3. Nothing in this agreement in any way limits your rights under the Consumer Guarantees Act. However, if you are acquiring goods and/or services from us for the purposes of business, you agree that the Consumer Guarantees Act 1993 shall not apply to this agreement.
 4. If you have any problems or concerns regarding the service you have received from Rockgas, please phone **0800 574 427** or email **fuel.card@rockgas.co.nz** and we will endeavour to fix the problem or reach an acceptable solution. Rockgas’ internal complaints process is free for customers to use.
 5. You may not assign, transfer or otherwise deal with any of your rights or obligations under this agreement.
 6. If you have provided us with an email address, you agree that we may use that email address for providing you with any notices in relation to this Agreement or any invoices.
 7. Any notice which shall be required to be given in terms of this Agreement shall be deemed to be given on:
 - a. the day after the day of posting to you of a notice properly addressed to the last address known to us or the address known in Part 1 of the application;
 - b. the same day as an email is sent to you at the email address you have provided to us;
 - c. the same day as we post a notice in either a service station, unmanned station or on our website.

