

Terms & Conditions

1. GENERAL USE OF YOUR AUTOCARD FUELCARD

1.1 The Fuelcard is issued by AUTOCARD for the company, person or vehicle nominated in the Application. The Buyer, as the Fuelcard Account holder, is responsible for the use of the Fuelcard (including the PIN(s)) by person(s) who use the Fuelcard and have knowledge of the PIN(s) ("Authorised User(s)").

1.2 The Fuelcard must be endorsed with the signature of the person named on the Fuelcard, or imprinted with the registration number of the vehicle identified on the Fuelcard, in the relevant space provided on the Fuelcard. By using or endorsing the Fuelcard the Buyer acknowledges it is bound by these Terms.

1.3 A Personal Identification Number ("PIN") is assigned to each Fuelcard. For all electronic transactions using a Fuelcard the Buyer or Authorised User must enter a PIN. The PIN must not be written on the Fuelcard or be kept as a written record with the Fuelcard. It is solely the Buyer's responsibility to ensure that only they and the Authorised User(s) use the Fuelcard and the PIN.

1.4 Every Fuelcard remains the sole property of AUTOCARD at all times. AUTOCARD may, at any time, require the return of any Fuelcard.

1.5 The Buyer agrees to comply with all guidelines and manuals issued by AUTOCARD relating to the use of Fuelcard.

1.6 The Fuelcard may be used to purchase Products from participating retailers under automatic facilities approved by AUTOCARD. The Fuelcard can be used to obtain cash, any cash equivalent, or cash for the refund of a Product.

1.7 The Fuelcard may be issued with a Card Limit and/or other purchase limitation features that apply exclusively or differently (by region) to purchase Authorised User(s) do not exceed the applicable purchase limitation. The Buyer is responsible for any purchase in excess of the purchase limitation. AUTOCARD is not liable to the Buyer for any Fuelcard purchase in excess of the purchase limitation.

1.8 When purchasing Products using the Fuelcard, it is the responsibility of the Buyer to ensure the Fuelcard is used correctly. Where the transaction receipt, invoice or any sales voucher or EFTPOS receipt correctly records the quantity, price and other details of the purchases, by either entering the PIN or signing the voucher, the Buyer shall be deemed to authorise the purchase on the Fuelcard. The Buyer agrees to be charged by AUTOCARD to the Buyer's Fuelcard Account. The Buyer agrees that the Buyer will remain liable for all charges on the Fuelcard Account, including any transactions where the Fuelcard was used fraudulently or without authority until such use is reported to AUTOCARD.

1.9 The Buyer remains liable for the use of the Fuelcard, notwithstanding the issue of a PIN.

1.10 Supplier Substitution - AUTOCARD may, at its sole discretion and without prior notice to the Buyer, change or substitute the supplier, distributor, or brand of fuel or fuel-related products available for purchase using the Fuelcard, including at specific sites or across the network generally, provided that the pricing and terms offered to the Buyer are the same or more favourable than those in effect immediately prior to the change. Any such substitution shall not constitute a variation of these Terms or grounds for termination by the Buyer and shall not give rise to any claim or entitlement to compensation.

2. PRODUCTS PURCHASED FROM PARTICIPATING RETAILERS

2.1 The purchase of Products on Fuelcard is made by the Buyer and:

(a) Products purchased from AUTOCARD;

(b) the participating retailer, in respect of Products purchased not from AUTOCARD;

The Buyer acknowledges that AUTOCARD has no liability, to the extent permitted by law, directly or indirectly in respect of the Products purchased by the Buyer from a participating retailer using Fuelcard.

2.2 In the event the Buyer purchases defective Products from a participating retailer, it is up to the Buyer to resolve this with the participating retailer from which the Products were purchased. If the return of defective Products is accepted by a participating retailer, the Buyer should obtain a copy of a credit voucher, which will be processed by AUTOCARD as a credit against the Buyer's Fuelcard Account.

2.3 In the event the Buyer purchases defective products from an unmanned facility, the Buyer must give AUTOCARD written notice of such purchases within 48 hours of the purchase. AUTOCARD will investigate the quality of the Products purchased and may, at AUTOCARD's sole discretion, replace the Products purchased or credit the Buyer's Fuelcard Account with the cost of the Products.

3. LOSS AND UNAUTHORISED USE OF FUELCARD

3.1 If any Fuelcard (including the PIN) is lost, stolen or misused, the Buyer must notify AUTOCARD immediately, requesting cancellation of that Fuelcard, by phone, email or via the AUTOCARD Cloud online portal. The Buyer will not be liable for any unauthorised transactions on the Fuelcard made after notification of cancellation (due to loss or theft or misuse) is received and confirmed by AUTOCARD. AUTOCARD shall not be liable for any transactions on a Fuelcard effected prior to the time that AUTOCARD confirms receipt of notification from the Buyer requesting cancellation (due to loss or theft or misuse) of a Fuelcard.

4. LIABILITY

4.1 Without limiting any other provision in these Terms, to the extent permitted by law, AUTOCARD is not liable to the Buyer, whether directly or indirectly for:

(a) the actions or omissions of any participating Fuelcard retailer;

(b) any Products purchased on Fuelcard, in accordance with clause 1 (unless otherwise stated in these Terms);

(c) any fault with any automatic facility used in conjunction with the Fuelcard;

(d) any fault with the Fuelcard (including the PIN) itself;

(e) any fault with the electronic systems which process the Fuelcard transactions;

(f) any unauthorised use, misuse or fraud with a Fuelcard and/or PIN where AUTOCARD has not received notification of cancellation from the Buyer in accordance with clause 3;

(g) any unauthorised use, misuse or fraud with a Fuelcard and/or PIN where AUTOCARD has not received notification of cancellation in accordance with clause 5; and

(h) any loss or damage suffered by the Buyer arising out of the supply of Products or the performance or non-performance by AUTOCARD of any obligation under these Terms (unless otherwise stated in these Terms).

5. CANCELLATION

5.1 The Buyer may cancel a Fuelcard where it is no longer required by requesting cancellation of that Fuelcard by AUTOCARD, by phone, email or via Autocard Cloud online portal.

5.2 If the Buyer does not destroy any cancelled Fuelcard. The Buyer will remain liable for all transactions recorded against a cancelled Fuelcard (except where the Fuelcard is cancelled pursuant to clause 3). For avoidance of doubt, the Fuelcard Account will remain active for all other Fuelcard issued to the Buyer (if any).

5.3 Upon termination of any Fuelcard Account, all amounts owing will become immediately due and payable to AUTOCARD. Interest will accrue on any amount owing by a Business Buyer to AUTOCARD until all sums owing have been paid in full.

6. CONSUMER GUARANTEES ACT

6.1 You acknowledge and agree that the acquisition of Products pursuant to these Terms is for a business purpose and the statutory guarantees and other provisions of the Consumer Guarantees Act 1993 do not apply.

7. INVOICING

7.1 AUTOCARD will provide in a tax invoice and any other reports we supply, details of all transactions made with a Fuelcard. The Buyer agrees that such records are conclusive proof of the transactions, including the amount charged and the time of the transaction, and may not object to them. The Buyer must not sell, export or otherwise dispose of the Products purchased using the Fuelcard, nor mix, supply or disclose such Products to other people.

8. CHANGES IN TERMS AND CONDITIONS

8.1 We reserve the right to vary, delete or supplement these Terms and Conditions without giving written notice.

9. FUELCARD SECURITY

9.1 As a condition of opening a Fuelcard account with AUTOCARD, the Buyer agrees to be bound by AUTOCARD's Terms and Conditions.

10. CHANGE OF ADDRESS

10.1 You must notify us of any change to your name, registered office or principal place of business or Directors immediately upon a change being effected.

11. CHANGE OF BANK ACCOUNT

11.1 You must:

(i) notify us immediately of a change to any bank account upon a direct debit authority is held by us; and

(ii) arrange for a new direct debit authority in our favour to be furnished.

12. DISHONOUR OF DIRECT DEBIT

12.1 If a direct debit we initiate on your bank account is dishonoured, you must pay our current dishonour fee of \$35.00 in addition to the balance outstanding on the account. In the event of subsequent dishonours, you must pay for each subsequent dishonour.

13. NON PAYMENT OF ACCOUNT

13.1 In addition to our rights under this Agreement and clause 1.8, if you do not pay an invoice when due, you agree that we may:

(i) Immediately take steps to prevent further use of the AUTOCARD Cards;

(ii) Charge interest on any overdue amounts. Interest will accrue at the ANZ Bank Limited, Business Bank Indicator Rate plus 9% per annum until such time as the overdue amount is paid in full;

(iii) Reverse any discounts granted to you in respect of the outstanding balance on the account; and/or

(iv) Undertake any enforcement or third party to undertake collection activities in order to recover the amount of debt, in which case you will be liable for any legal fees, collection or other costs which we may incur in recovering amounts owed to us.

14. TERMS & CONDITIONS

14.1 As a condition of opening a Fuelcard account with AUTOCARD, the Buyer agrees to be bound by AUTOCARD Terms and Conditions.

15. CONTACTING US

Autocard

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