

# Credit Application



Group Ltd



**consumersmart**

Be Smart, Own The Company, By Shopping

**NOTE:** Where there is a ☺ = Must Complete Fields  
 Post completed credit application to PO Box 124, Oamaru.  
 Scan completed credit application to sales@mckeown.co.nz

APPLICANT DETAILS							
Application Type ☺ : (select one) <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other							
Applicant Name ☺ :				Date of Birth*:			
Trading Name: (if different)				GST No:			
Contact Name ☺ : (if Company)				Title:			
Postal Address ☺ :					Postal Code*:		
Delivery Address 1:							
Delivery Address 2:							
Further deliver instructions:							
Business/Home Phone ☺ :				Mobile:			
E-mail Address ☺ :							
Would you like your statements/invoices e-mailed Yes/No				Would you like our e-news updates: Yes/No			
Incorporation number (if Company):				Year of Incorporation:			
Address of registered office:							
Any previous name(s):							
PLEASE INDICATE TYPE OF ACCOUNT REQUIRED ☺ :							
Bulk Fuel <input type="checkbox"/>		Home Heat <input type="checkbox"/>		Fuel Card <input type="checkbox"/>		Lubes/Chemicals <input type="checkbox"/>	
ESTIMATED USAGE / month (litres) ☺ :							
Petrol:			Diesel:			Lubes:	
CREDIT REFERENCES - ALL APPLICANTS (3 required) ☺ :							
Name:		Contact person:			Contact number:		
1.							
2.							
3.							
OTHER COMPANY CONTACTS:							
Area	Name		Phone		Email		
Accounts							
Orders							
Other							
DIRECTORSHIP / MANAGEMENT / OWNERSHIP							
Name:		Title			Address		
1.							
2.							
3.							
PROFESSIONAL CONTACTS							
Name:		Title		Address			Phone
		Lawyer					
		Accountant					
		Landlord					

**OFFICE USE ONLY:**

RECEIVED	DATE	VEDA Check OK	INFO REQ	ENTERED:	CUSTOMER CODE
APP FORM			TYPE	ACCREDO	
DD FORM		PPSR REQ Y/N	FROM	FOXPRO	DATE ENTERED
Disc FORM		IF YES, DONE?	DATE REQ	ORDERED CARDS	

## MCKEOWN FUEL CARD DETAILS (if applying for a Fuel Card)

ORGANISATION / TRADING NAME to be embossed on card:		Card Restriction Type (tick as required)			(office use) Card No.
		All Purchases	Fuel & Oil Only	Odometer Reading req	
Plate/Driver/Other details embossed on card (note only 10 characters)  Note: If left blank, Card 1 will be embossed on bottom on card	CARD 1				
	CARD 2				
	CARD 3				
	CARD 4				
	CARD 5				
	CARD 6				
	CARD 7				

## MCKEOWN CARD CHOICE ☺ (all applicants must choose which cards they require)



McKeown Customer Plus card is for use at McKeown sites only where applicable discounts apply.

Circle: **YES**



McKeown StarCard is for use at McKeown sites with applicable discounts and for convenience can also be used Caltex sites.

Circle: **YES**

**Important Note: Any discounts at McKeown sites will not necessarily apply at Caltex convenience sites.**

## ACKNOWLEDGEMENT ☺ (all applicants must sign)

By signing and returning this Credit Application I/We:

1. Warrant that the information contained in this Credit Application is true, correct and complete and that I/We have full authority to sign this Credit Application for (or on behalf of ) the Applicant.
2. Acknowledge that I/We have read and understood the attached Terms and Conditions of Trade and the McKeown Card Terms and Conditions (a copy of which I/we acknowledge has also been provided to me/us) and agree to be bound by such Terms and Conditions and the McKeown Card Terms and Conditions (where we request a McKeown Card), including any variations advised by the Company and unless otherwise agreed with the Company in writing.
3. Irrevocably authorise the Company to seek, obtain and retain such information from any person it sees fit in relation to this Credit Application at any time.

<b>Name:</b>	<b>Signature:</b>
<b>Position:</b>	<b>Date:</b>
<b>Name:</b>	<b>Signature:</b>
<b>Position:</b>	<b>Date:</b>

## COMPANY & TRUST GUARANTEE (Company & Trust applicants only must sign\*)

In consideration of the Company approving this Credit Application by the Applicant, I/We jointly and severally guarantee due and punctual payment to the Company of all monies due and payable by the Applicant. I/We acknowledge and agree:

1. I/we will be deemed to be a principal debtor(s) and not merely a surety(s), and jointly and severally liable with the Applicant to pay all monies due and payable by the Applicant;
2. I/We indemnify the Company against all loss or costs (including without limitation costs of enforcement) incurred by the Company should the Applicant fail to comply with the Terms and Conditions of Trade;
3. the Company may require me/us to pay all monies due and payable by the Applicant and to indemnify the Company without first taking proceedings against the Applicant or any other person;
4. my/our liability under this guarantee shall be a continuing guarantee and shall not be discharged by any settlement, giving of time or other indulgence to the Applicant or any other act or omission which, but for this provision, might operate to discharge or impair the effect of the this guarantee;
5. my/our liability under this guarantee shall not be discharged by any variation of the Terms and Conditions of Trade which may be agreed by the Company and the Applicant.

I/we acknowledge having read and understood the terms of this guarantee and have been advised to, and been given the opportunity to, seek independent legal advice prior to signing.

<b>Guarantor 1:</b>	<b>Signature:</b>
<b>Address:</b>	<b>Date:</b>
<b>Guarantor 2:</b>	<b>Signature:</b>
<b>Address:</b>	<b>Date:</b>

## Authority to Accept Direct Debits\*

*Please note in order to process any McKeown Fuel Card applications, the following must be filled out:*

Bank account from which payments to be made:	<b>Bank</b>	<b>Branch</b>	<b>Account number</b>	<b>Suffix</b>

**Please attach an encoded deposit slip to ensure your number is loaded correctly**

Account Name:	Authorisation Code 0206788
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To:                   The Bank Manager

Bank:	<b>(Bank)</b>
Bank address:	

- I/We authorize you until further notice to debit my/our account with all amounts which McKeown Group Limited (**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 below.

Information to appear on my/our bank statement:

Payee particulars	Payer code	Payer reference
McKeown		Fuel

Signature(s)	<b>(Customer)</b>	Date
Signature(s)	<b>(Customer)</b>	Date

**FOR BANK USE ONLY**

Approved 0610	Date received:	Recorded by:	Checked by:
08      10			

**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 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This 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 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 initiating date to allow for amendment of Direct Debits.
  - b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
2. **The Customer may:**
  - a) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by the customer, Bank and 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; 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 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

# YOUR MCKEOWN CARD TERMS AND CONDITIONS

These terms and conditions apply to each McKeown branded Caltex StarCard issued by McKeown Group Limited (**McKeown**) to you or to an authorised person in accordance with your instructions and will apply from the date the McKeown Card is issued to you.

## 1. DEFINITIONS

- 1.1 **McKeown Card** means each McKeown branded Caltex StarCard issued to you ;
- 1.2 **Authorised Person** means a person to whom a McKeown Card is issued or who is otherwise authorised to use that McKeown Card;
- 1.3 **PIN** means the Personal Identification Number issued to, or selected by, the Authorised Person in relation to a McKeown Card; and
- 1.4 **You or your** means the person who completes a McKeown credit application form.

## 2. USE OF MCKEOWN CARD

- 2.1 **Places of Use:** A McKeown Card can be used by an Authorised Person as payment for the range of goods or services agreed by McKeown, at merchants in New Zealand who are authorised by McKeown or Chevron New Zealand to honour McKeown Cards.
- 2.2 **Transactions:** McKeown will charge or credit to your McKeown Card account all purchases made with or credit vouchers issued to your McKeown Cards.
- 2.3 **Transaction Limits:** McKeown may from time to time set maximum transaction, volume and dollar charge limits for a McKeown Card or your McKeown Card account by day or month. The amount outstanding on your McKeown Card account, including current month purchases, must not exceed any limit set by McKeown from time to time. If you fail to comply with this condition, then any amount charged to the account that is in excess of the specified limit shall be immediately payable to McKeown upon demand. McKeown may, at its discretion, withdraw credit or refuse to supply products and services if you exceed a limit or fail to make minimum payments.
- 2.4 **Restrictions on McKeown Cards:** Either upon your request, or in its own discretion, McKeown may place restrictions on the range of products or services that may be purchased with your McKeown Card. You must at all times use your McKeown Card in accordance with any such restrictions.

## 3. MCKEOWN CARD SECURITY

- 3.1 **Signing of McKeown Card:** If a McKeown Card is issued:
  - 3.1.1 to a person, it must be signed by that person immediately on receipt; or
  - 3.1.2 for use in relation to a particular vehicle, it can remain unsigned but you are responsible for any use of that McKeown Card whether authorised or not.
- 3.2 **PIN number:** For all electronic transactions using a McKeown Card, the Authorised Person will be required to enter a PIN. The Authorised Person must not:
  - 3.2.1 keep a written record of the PIN; or
  - 3.2.2 disclose the PIN to any person not authorised to use the McKeown Card.
- 3.3 **Security generally:** You are responsible for ensuring that no unauthorized person uses a McKeown Card.
- 3.4 **PIN reset:** You must select a password (**PIN reset Password**) that will be verified at any time when the PIN is sought to be reset (including where a McKeown Card has been locked due to incorrect PIN being entered 3 consecutive times). Any locked McKeown Card will remain locked until McKeown is contacted by any person who gives the PIN reset Password and requests that the PIN be reset. A new PIN will need to be entered when the McKeown Card is used for the first time following the reset of the PIN. It is your responsibility to ensure the PIN reset Password is kept confidential. Giving of the PIN reset Password by any person will be considered by McKeown as conclusive proof that such the person giving it has been authorised by you to reset the PIN.

## 4. YOUR OBLIGATIONS

- 4.1 **Late Payment Fee:** If you fail to make payment by the due date McKeown can charge a late payment fee.
- 4.2 **Expiry or Cancellation:** No Authorised Person is permitted to use a McKeown Card after it has expired or after notice of its cancellation is given by McKeown or you.
- 4.3 **Lost or Stolen McKeown Card:** If a McKeown Card is lost or stolen, you must immediately notify McKeown by telephone, followed by written confirmation that must be received by McKeown within 7 days.
- 4.4 **Change of Address:** If the address your McKeown Cards are mailed to changes, you must notify McKeown in writing as soon as possible. You will be liable for all transactions charged on a McKeown Card that is delivered to your last advised address.

## 5. FEES

- 5.1 **Fees:** You must pay McKeown the McKeown Card fees specified by McKeown from time to time. No fees will be refunded if a McKeown Card is cancelled or your account closed.
- 5.2 **Receipt Copy Fees:** Requests for copies of transaction receipts or vouchers may incur a fee as notified by McKeown at the time of request.

## 6. GRANTING AND MAINTAINING CREDIT TERMS

You will periodically provide to McKeown such financial information or security as shall be deemed necessary by McKeown to support any credit or credit extension. If at any time your financial capacity becomes impaired or unsatisfactory to McKeown, in the sole judgment of McKeown, advance cash payment or security satisfactory to McKeown shall be given by you on demand by McKeown, and McKeown may cancel or suspend your right to use McKeown Card until such payment or security is received.

## 7. LIABILITY

- 7.1 **Amounts Properly Incurred:** Any McKeown Card transaction record received by McKeown that is signed by an authorised user of a McKeown Card, or is authorised by the confidential four digit PIN for a McKeown Card, or results from the use of a McKeown Card that is unsigned, is conclusive proof that the amount recorded was properly incurred.
- 7.2 **Disputes with a Merchant:** Any claim or dispute between you and a merchant does not relieve you of your obligation to pay to McKeown without deduction any amount incurred using a McKeown Card. Where an Authorised Person has been unable to complete a transaction for whatever reason, including the refusal by the merchant to allow purchases to be made by using a McKeown Card, McKeown shall not be liable for any losses or costs incurred by the Authorised Person.
- 7.3 **Your Liability:** You are liable to McKeown for:
  - 7.3.1 payment of all amounts properly debited to your McKeown Card account even if a McKeown Card has been used in breach of these terms and conditions; and

- 7.3.2 all amounts incurred as a result of the unauthorised use of a McKeown Card from the time it is lost or stolen until notification of that loss or theft is received by McKeown; and
- 7.3.3 all transactions made with a McKeown Card where:
  - (a) a written record of the PIN or "PIN reset Password" has been kept; or
  - (b) the PIN or the "PIN reset Password" has been disclosed (whether deliberately or not) to an unauthorised person, or
  - (c) an unauthorised person has used a McKeown Card, until such time as McKeown is able to cancel that McKeown Card; and

- 7.3.4 all costs of collection and legal fees incurred by McKeown in recovering amounts payable by you. Electronic Communications: You agree that you, and not McKeown, are responsible and liable for any amounts charged to your McKeown Card account or any loss or costs you may suffer or incur through McKeown sending account information to you by electronic means, including email over the internet.

## 8. CANCELLATION

- 8.1 **Cancellation by You:** You may cancel a McKeown Card or your McKeown Cards by written notice to McKeown accompanied by the return of the McKeown Card(s) and immediate payment of any outstanding moneys owing to McKeown.
- 8.2 **Cancellation by McKeown:** McKeown may cancel a McKeown Card or your McKeown Cards at any time without prior notice by cancelling or not renewing the McKeown Card(s) and upon notice of the cancellation you will return the McKeown Card(s) to McKeown and immediately pay any outstanding moneys owed to McKeown.
- 8.3 McKeown may take steps to prevent further use of any McKeown Card issued to you any time with or without notice and with or without providing a reason for the suspension or termination.

## 9. SUPPLY AGREEMENT

These terms and conditions are to be read in conjunction with the terms and conditions of any supply agreement between McKeown and you. You acknowledge that default under these terms and conditions constitutes a default under any supply or other agreement you have with McKeown.

## 10. CONSUMER GUARANTEES ACT

You acknowledge and agree that where the acquisition of any goods or services pursuant to these terms and conditions is for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 do not apply.

## 11. PRIVACY ACT 1993

- 11.1 McKeown 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 you or when required or authorised by law.
- 11.2 Any information received and held by McKeown in respect of individuals is available to you to see and correct if necessary under the provisions of the Privacy Act 1993, upon request to McKeown.
- 11.3 By entering into this agreement, you also authorise McKeown to:
  - 11.3.1 use the information for the general purpose of establishing and maintaining a relationship between you and McKeown, including the provision of any products or services which McKeown considers may be of interest to you; and
  - 11.3.2 collect such information as it may require for the normal and proper operation of the account you hold with McKeown from any source including credit information agencies. Any party requested by McKeown to provide such information is authorised to disclose that information.

## 12. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 12.1 To secure your obligations under these terms and conditions you grant to McKeown a security interest in all of your present and after acquired property for the purposes of the PPSA.
- 12.2 You agree to promptly execute and deliver to McKeown all assignments, transfers, other agreements and documents and do anything else McKeown may deem appropriate to perfect McKeown's security interest over you, or obtain the priority required by McKeown or register (and renew registration) a financing statement for a security interest in favour of McKeown.
- 12.3 To the extent that Part 9 of the PPSA applies, you agree the provisions of sections 114(1)(a), 117(1)(c), 120, 122, 133 and 134 of the PPSA which are for your benefit, or place obligations on McKeown in your favour, will not apply; and where McKeown has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply. Further, you waive your rights under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA, and your rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by McKeown.

## 13. GENERAL

- 13.1 **Not Transferable:** Your McKeown Cards remain the property of McKeown and are not transferable.
- 13.2 **Variation:** McKeown may vary these terms and conditions from time to time by giving you written notice. Notice may be given by a letter properly addressed to your last address known to McKeown and is deemed to be received by you on the day after its posting. You are bound by the variation from the date of deemed receipt.
- 13.3 **Indemnity:** You will indemnify McKeown against any loss, claim, damage, expense, liability or proceeding suffered or incurred at any time by McKeown occurring as a result of, or resulting directly or indirectly from any breach of any of your obligations, undertakings or warranties contained or implied in these terms and conditions.
- 13.4 **Illegality:** The illegality, invalidity or unenforceability of any of these terms and conditions shall not affect the legality, validity or enforceability of any other term or condition.
- 13.5 **Collateral Securities:** These terms and conditions shall be collateral with all other agreements, deeds or securities given by you to secure the amounts owing by you under these terms and conditions and all such agreements, deeds or securities shall be read and construed together so that a default under one shall constitute a default under all but so that McKeown may exercise its rights, powers and remedies either together or separately and in such order as it thinks fit.
- 13.6 **Contracts Privy:** Your obligations, undertakings and indemnities under these terms and conditions are for the benefit of McKeown and also (in accordance with the contracts (Privity Act 1982 of New Zealand) for the benefit of Chevron New Zealand.