

Account Application Form

To help us open your account as quickly as possible, please write clearly, and complete **all required fields** as marked with an asterisk (*).
If you need help to complete this form, phone 0800 474 355.



To apply for an account you need to be:

- An authorised business representative who can enter into a contract
- Aged 18 years or over
- GST registered

A. Customer information

Date of application *	<input type="text"/>		
Legal name * (your name if sole trader)	<input type="text"/>		
Trading name* (if different)	<input type="text"/>		
Company registration number*	<input type="text"/>		
Street address *	<input type="text"/>		
Postal address * (If different from above)	<input type="text"/>		
What best describes your main business activity *	<input type="text"/>		
Membership/ Association	TOYOTA		
Estimated monthly fuel volume (litres) *	<input type="text"/>	Requested monthly account credit limit*	\$ <input type="text"/>

If requested credit limit is more than \$10,000 per month, please attach a full set of latest Financial Statements

Account key contact details

This is the person with the authorisation to make changes to the account.

Please note: invoices and statements will be sent by email to this address.

Contact name *	<input type="text"/>	Landline *	<input type="text"/>
Position *	<input type="text"/>	Mobile number *	<input type="text"/>
Email address *	<input type="text"/>		

Accounts payable contact details

If different from the key contact above.

Contact name	<input type="text"/>	Landline	<input type="text"/>
Position	<input type="text"/>	Mobile number	<input type="text"/>

Office use only	Case ID:	Rep	Cons 1135M	Avg Spend
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B. Agreement to open an account and to a credit check

An authorised business representative of the applicant must complete and sign this section.

If you need more than one person to sign this Agreement, please photocopy this page, complete the additional details (including signatures) and attach the additional page to the application.

Examples where more than one person may need to sign include: if the applicant is a company and the constitution requires 2 directors to sign, if the applicant is a trust and the trust deed requires more than one trustee to sign.

Agreement

I agree that:

1. I am making this application on behalf of the applicant named in section A of this application form
2. I am over 18 years of age and I am duly authorised by the applicant to make this application on its behalf.
3. I warrant that the information provided in each of the application form, the card issue details, the personal guarantee and the direct debit authority (as applicable) is true and correct.
4. I understand that Z reserves the right, in its sole discretion, to decline any application. I will not dispute any decision by Z to decline an application.
5. Where applying to open a Z Card Account, I acknowledge that I have read the Z Card Terms and Conditions and that the applicant will be bound by those Terms and Conditions.
6. Where applying to open a Z Energy Account, I acknowledge that I have read the Z Energy Account Conditions of Sale and that the applicant will be bound by those Conditions of Sale
7. If the applicant does not make payments by the due date, the applicant will be liable for all costs incurred by Z in recovering and/or attempting to recover the amount owed.
8. I authorise any person or company to provide you with such information as you may require in response to your credit enquiries.
9. I authorise you to provide details of this application and any additional information acquired in the course of the applicant's business relationship with Z to other business units within the Z group of companies, and to providers of credit and/or to credit reference and reporting agencies, in accordance with the Privacy section set out in the Z Card Terms and Conditions and with Z's Privacy Policy as published on **z.co.nz**, and that the Privacy Policy shall apply to any personal information provided to Z.

Full name - including all and any middle names *

Date of birth*

Residential address *

Phone *

Position/Job Title *

Signature *

C. Z Card accounts

Please complete this section for new Z Card accounts.

Where will you fill up with fuel?*

Tick one or both Service stations Truckstops

If your Z Card account is eligible to collect Fly Buys Points (or Airpoints Dollars), please enter the Fly Buys number from your Fly Buys/Airpoints card here:

6014

Order personalised Card details

Complete a separate box for each card. If more than five cards are required, photocopy the following page, complete additional card details, and attach to this application. Cards will take around 1 week to arrive from when we receive your completed application.

Please note: A mailed PIN notification will be sent separately from the card and may follow by several days.

You are responsible for the security of your PIN. It must be recorded and communicated to your driver(s) in a secure manner, and not kept on or with the card. See the Z Card terms and conditions for more information.

Card 1

Vehicle registration* (or "Pool" for any vehicle)	<input type="text"/>	Cardholder name* (or "Any driver")	<input type="text"/>
Vehicle details (if not "Pool" above) Include make / model / colour	<input type="text"/>	Your cost centre (optional)	<input type="text"/>
1. Permitted products* - tick the products this card can be used to purchase			
<input type="checkbox"/> All Fuels	<input type="checkbox"/> ZX Premium Unleaded	<input type="checkbox"/> 91 Unleaded	<input type="checkbox"/> Diesel
<input type="checkbox"/> Vehicle Servicing	<input type="checkbox"/> Shop	<input type="checkbox"/> Equipment Hire	<input type="checkbox"/> Car Wash
		<input type="checkbox"/> LPG Autogas	<input type="checkbox"/> Engine Oil
2. Management controls Each card will have its own PIN. For your security, you can specify if drivers need to enter an odometer reading each time they purchase fuel, and the maximum amounts that can be charged per day and month.			
<input type="checkbox"/> Compulsory odometer entry (tick if required)			
Either* <input type="checkbox"/> I'll self select my own 4-digit PIN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> or <input type="checkbox"/> Send me a system generated PIN by mail			
Card purchase limits - specify a Daily Limit between \$20 and \$3,300, and a Monthly Limit between \$100 and \$50,000			
Daily* \$ <input type="text"/>		Monthly* \$ <input type="text"/>	

Card 2

Vehicle registration* (or "Pool" for any vehicle)	<input type="text"/>	Cardholder name* (or "Any driver")	<input type="text"/>
Vehicle details (if not "Pool" above) Include make / model / colour	<input type="text"/>	Your cost centre (optional)	<input type="text"/>
1. Permitted products* - tick the products this card can be used to purchase			
<input type="checkbox"/> All Fuels	<input type="checkbox"/> ZX Premium Unleaded	<input type="checkbox"/> 91 Unleaded	<input type="checkbox"/> Diesel
<input type="checkbox"/> Vehicle Servicing	<input type="checkbox"/> Shop	<input type="checkbox"/> Equipment Hire	<input type="checkbox"/> Car Wash
		<input type="checkbox"/> LPG Autogas	<input type="checkbox"/> Engine Oil
2. Management controls Each card will have its own PIN. For your security, you can specify if drivers need to enter an odometer reading each time they purchase fuel, and the maximum amounts that can be charged per day and month.			
<input type="checkbox"/> Compulsory odometer entry (tick if required)			
Either* <input type="checkbox"/> I'll self select my own 4-digit PIN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> or <input type="checkbox"/> Send me a system generated PIN by mail			
Card purchase limits - specify a Daily Limit between \$20 and \$3,300, and a Monthly Limit between \$100 and \$50,000			
Daily* \$ <input type="text"/>		Monthly* \$ <input type="text"/>	

Card 3

Vehicle registration* (or "Pool" for any vehicle)		Cardholder name* (or "Any driver")	
Vehicle details (if not "Pool" above) Include make / model / colour		Your cost centre (optional)	

1. **Permitted products*** - tick the products this card can be used to purchase

<input type="checkbox"/> All Fuels	<input type="checkbox"/> ZX Premium Unleaded	<input type="checkbox"/> 91 Unleaded	<input type="checkbox"/> Diesel	<input type="checkbox"/> LPG Autogas
<input type="checkbox"/> Vehicle Servicing	<input type="checkbox"/> Shop	<input type="checkbox"/> Equipment Hire	<input type="checkbox"/> Car Wash	<input type="checkbox"/> Engine Oil

2. **Management controls** Each card will have its own PIN. For your security, you can specify if drivers need to enter an odometer reading each time they purchase fuel, and the maximum amounts that can be charged per day and month.

Compulsory odometer entry (tick if required)

Either* I'll self select my own 4-digit PIN or Send me a system generated PIN by mail

Card purchase limits - specify a Daily Limit between \$20 and \$3,300, and a Monthly Limit between \$100 and \$50,000

Daily* \$ Monthly* \$

Card 4

Vehicle registration* (or "Pool" for any vehicle)		Cardholder name* (or "Any driver")	
Vehicle details (if not "Pool" above) Include make / model / colour		Your cost centre (optional)	

1. **Permitted products*** - tick the products this card can be used to purchase

<input type="checkbox"/> All Fuels	<input type="checkbox"/> ZX Premium Unleaded	<input type="checkbox"/> 91 Unleaded	<input type="checkbox"/> Diesel	<input type="checkbox"/> LPG Autogas
<input type="checkbox"/> Vehicle Servicing	<input type="checkbox"/> Shop	<input type="checkbox"/> Equipment Hire	<input type="checkbox"/> Car Wash	<input type="checkbox"/> Engine Oil

2. **Management controls** Each card will have its own PIN. For your security, you can specify if drivers need to enter an odometer reading each time they purchase fuel, and the maximum amounts that can be charged per day and month.

Compulsory odometer entry (tick if required)

Either* I'll self select my own 4-digit PIN or Send me a system generated PIN by mail

Card purchase limits - specify a Daily Limit between \$20 and \$3,300, and a Monthly Limit between \$100 and \$50,000

Daily* \$ Monthly* \$

Card 5

Vehicle registration* (or "Pool" for any vehicle)		Cardholder name* (or "Any driver")	
Vehicle details (if not "Pool" above) Include make / model / colour		Your cost centre (optional)	

1. **Permitted products*** - tick the products this card can be used to purchase

<input type="checkbox"/> All Fuels	<input type="checkbox"/> ZX Premium Unleaded	<input type="checkbox"/> 91 Unleaded	<input type="checkbox"/> Diesel	<input type="checkbox"/> LPG Autogas
<input type="checkbox"/> Vehicle Servicing	<input type="checkbox"/> Shop	<input type="checkbox"/> Equipment Hire	<input type="checkbox"/> Car Wash	<input type="checkbox"/> Engine Oil

2. **Management controls** Each card will have its own PIN. For your security, you can specify if drivers need to enter an odometer reading each time they purchase fuel, and the maximum amounts that can be charged per day and month.

Compulsory odometer entry (tick if required)

Either* I'll self select my own 4-digit PIN or Send me a system generated PIN by mail

Card purchase limits - specify a Daily Limit between \$20 and \$3,300, and a Monthly Limit between \$100 and \$50,000

Daily* \$ Monthly* \$

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E. Personal Guarantee

A Personal Guarantee may be required to open an account. If we do require a Personal Guarantee, completing this section now will speed up the account opening process.

TO: Z ENERGY LIMITED ("Z"), a duly incorporated company having its registered office at Wellington.

IN CONSIDERATION of Z agreeing to supply products and/or other goods and services and/or to make advances to:

Applicant name *

("the principal debtor")

I guarantee to Z the due and punctual payment of all obligations that are now and/or that may in the future be due and payable or required to be performed by the principal debtor to Z and I will be liable to Z for any such amounts.

I agree that the following provisions shall be applicable to this guarantee:

1. This guarantee is a continuing guarantee and will operate regardless of any intervening payment, settlement of account or any other matter whatsoever (including that the principal debtor's account with Z may from time to time be in credit), until a final release has been signed by Z and delivered to me.
2. A granting of credit, extension of former credit or granting of time to the principal debtor for the payment of any amounts due, or a delay, waiver, indulgence or neglect or decision not to sue on Z's part, or the release of any security held by Z, or the liquidation, incapacity or bankruptcy of the principal debtor will not affect my liability to Z under this guarantee.
3. I will be deemed to be a principal debtor and I will be liable to Z accordingly.
4. Within seven (7) days of notice in writing being given to me of any failure on the part of the principal debtor to pay amounts due to Z, I will make payment to Z of all sums in respect of which such failure has been made (including all costs or losses incurred or suffered by Z in recovering and/or attempting to recover any amounts owed or as a result of me failing to meet the conditions of this Personal Guarantee) whether or not demand for payment has been made on any other person.

I agree to the above Personal Guarantee in favour of Z Energy.

Guarantor's full name (first, middle, last)*

Signed by the said Guarantor: *

Dated on*

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

5. If more than one person is providing a Personal Guarantee, please photocopy this page, complete the additional details (including signatures) and attach the additional page to the application.

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Z Card Terms and Conditions

1. Interpretation

In these Z Card Terms and Conditions, unless the context requires otherwise:

The words “**we**”, “**our**” and “**us**” means Z Energy Limited and the words “**you**” and “**your**” means the Account Owner;
Account means your account for the Z Card;
Account Owner means the company or person(s) at whose request we agree to open an Account;
Cardholder means the person presenting the Z Card at the point of purchase;
Credit Limits means limits, imposed by us, on the value of the Products which may be purchased using a Z Card;
Dishonour Fee means a fee which we may charge to your Account if a direct debit payment to us is dishonoured as advised by us from time to time;
Management Controls means compulsory PIN entry and/or compulsory odometer entry;
Month means a calendar month;
Monthly Card Fee means the monthly card fee charged for each Z Card issued as advised by us from time to time;
Purchase Limit means a limit, imposed by the Account Owner, on the value of the Products which may be purchased per day or per month using a Z Card;
PIN means Personal Identification Number;
Products means goods and services within the class of authorised goods and services as identified on the Z Card;
Terms and Conditions means these Z Card Terms and Conditions and any amendment of, or addition to, these Terms and Conditions notified to you;
Transaction Fee means the fee charged for each use of the Z Card as advised by us from time to time;
Z Card means a card issued by us from time to time which is to be used to purchase Products under these Terms and Conditions; and
Z Card Merchant means any outlet where we have authorised use of the Z Card.

2. Acceptance of Conditions

These Terms and Conditions are a contract between you and us.

You acknowledge that:

- the Z Card is issued to you;
- the Cardholder acts as your agent in using the Z Card;
- you are responsible for ensuring that any person you authorise to use the Z Card is aware of their obligations as your agent under these Terms and Conditions and the acknowledgements given by you on their behalf in respect of our Privacy Policy; and
- the first use of the Z Card confirms your acceptance of these Terms and Conditions.

3. Z Card

Each Z Card will be identified with:

- a unique card number;
- your name;
- the relevant vehicle's registration number or “POOL VEHICLE” (as applicable);
- the relevant driver's name or “ANY DRIVERS” (as applicable);
- the Products which may be purchased using the Z Card; and
- the Z Card expiry date.

We will issue a PIN for each Z Card. The use of a PIN is mandatory at truckstops at which our Products are sold and, if you have requested compulsory PIN entry, at all sites processing transactions electronically.

Each Z Card is subject to Purchase Limits (which we may vary from time to time). You may amend the Purchase Limits on each Z Card on request or via the Z Card online service.

Each Z Card may also be subject to Credit Limits (which we may vary from time to time). If a Credit Limit applies, you must comply with that Credit Limit.

4. Use of Z Card

Where a Z Card is issued with a vehicle registration number, you are responsible for ensuring that the Z Card is only used in connection with the vehicle bearing that registration number.

Where a Z Card is identified with a driver's name, you are responsible for ensuring that the Z Card is only used by the named driver.

When using the Z Card, Cardholders must either use a PIN or, if compulsory PIN entry has not been requested, sign their names in the space provided on the sales voucher provided by the Z Card Merchant. You are responsible for ensuring that Cardholders are aware of, and comply with, the Management Controls, Purchase Limits and any Credit Limits.

5. Ownership of Z Card

The Z Card remains our property at all times.

You agree to return or destroy any Z Card issued to you when the relevant Z Card is cancelled or replaced, when we ask you to or if your Account is closed.

6. Security and Loss of Z Card

You are responsible for ensuring the safe custody and authorised use of the Z Card and PIN.

In particular, you must not record the PIN on the Z Card or documents kept with the Z Card. If you need to give the PIN to more than one Cardholder, you are responsible for ensuring the PIN is communicated and recorded in a secure fashion.

You must notify us immediately by phoning 0800 474 355 or emailing cardenquiries@z.co.nz on becoming aware that:

- the Z Card is lost or stolen;
- the PIN has become known to someone who is not authorised to use the Z Card; or
- the Z Card or PIN has been used in an unauthorised fashion.

You will be liable for all transactions occurring before we receive your notification.

7. Suspension and Cancellation

We may cancel or suspend the Z Card and your right to use the Z Card or close your Account at any time without notice.

You may suspend or cancel the Z Card or close your Account at any time by giving notice to us by phoning 0800 474 355 or emailing cardenquiries@z.co.nz.

If your Z Card is cancelled or suspended or your Account is closed, whether by you or us, you must:

pay the balance outstanding on your Account within 7 days; and promptly on our request return the Z Card to us or destroy it. You are liable for any use of a cancelled Z Card unless and until the Z Card is returned to us or destroyed.

8. Purchases

The Z Card may only be used to purchase the Products identified on the Z Card. Purchases may be made at a Z Card Merchant accepting the Z Card. Customer and merchant transaction limits apply to all transactions. Transactions that are processed manually may be subject to lower Purchase Limits and/or additional authorisation may be required from Z.

9. Prices

The price(s) charged for the Products will be the retail price(s) charged by the Z Card Merchant at the time of purchase unless otherwise agreed between us and you in writing.

If we have agreed a different price(s) with you, those price(s) will be subject to the terms of our agreement with you. Unless otherwise agreed with you, we may change the price(s) at any time by giving you at least 14 days' notice.

10. Fees

You must pay the following fees:
the current Transaction Fee; and
the current Monthly Card Fee.

We will give you written notice of any change to the Transaction Fee or Monthly Card Fee.

We reserve the right to introduce a fee for the issue or replacement of any Z Card. We will give you written notice of the introduction of, or change to, any Z Card issue or replacement fee.

You will be liable to pay these fees while your account remains open.

11. Tax Invoice

We will send you a tax invoice in respect of your Account at agreed intervals. The tax invoice will detail:

- the total amount of any purchases on the Z Card;
- the Monthly Card Fee;
- the Transaction Fees; and
- the GST payable.

You are responsible for checking the tax invoice to ensure its accuracy and advising us of any error or discrepancy. If you do not notify us of any errors or discrepancies within 21 calendar days of the date of the invoice, you will be deemed to have accepted the accuracy of the invoice.

You must pay the amount shown on the tax invoice by means of an automatic bank direct debit, on the date indicated on the tax invoice. The entire debit balance of your Account becomes immediately due and payable in the event of your death or if you become bankrupt or insolvent.

12. Dishonour of Direct Debit

If the direct debit we initiate on your bank account is dishonoured:

you must on invoice pay our current Dishonour Fee in addition to the balance outstanding on the Account. You must also on invoice pay our current Dishonour Fee for any and each subsequent dishonour; and we may on notice to you re-present the direct debit initiated on your bank account.

13. Non-payment of Account

In addition to our rights under clauses 11 and 12, if you do not pay an invoice when due, you agree that we may:

- immediately take steps to prevent further use of the Z Card;
- reverse any discounts granted to you in respect of the outstanding balance on the Account; and/or
- undertake activities in order to recover the amount of debt in which case you will be liable to us for any internal or external expenses, costs or disbursements (including legal fees and collection commissions) we incur in recovering amounts you owe us.

14. Confidentiality

The information we provide in the tax invoice and any other reports we supply to you is confidential, and is supplied on the express condition that such information and all rights and interest thereto remain our property.

You may not part with, copy or disclose such information in whole or in part to any party or use it for any purpose other than which was intended without our written consent.

15. Inability to Supply Products

We are not responsible for any loss or inconvenience which may be caused if we or any Z Card Merchant are/is unable to supply your requirements for Products at any particular time or place.

16. Changes in Terms and Conditions

We reserve the right to vary, delete or supplement these Terms and Conditions by giving you written notice (which shall include publishing the changes on our website z.co.nz).

17. Change in Account Details

You must notify us of any change to your name, registered office or your principal place of business, or of any change in your directors (if you are a company) as soon as possible upon a change being effected.

18. Change of Bank Account

If there is any change to any bank account upon which a direct debit authority is held by us, you must notify us immediately by phoning 0800 474 355 or emailing cardenquiries@z.co.nz; and arrange for a new direct debit authority with us before your next payment due date if so required.

19. Notice to you

When we give notice to you under these Terms and Conditions, we will give notice by post or email to the most recent address/email address notified to us or, where clause 16 applies, we will give notice by publishing changes on our website instead. Where we give notice by post, you will be deemed to have been notified on the date of postage. Where we give notice by email, you will be deemed to have been notified on the date the email is sent.

The first use of a Z Card after a notice is given or, where applicable, after the relevant notice period, indicates you have accepted the condition(s) or change in condition(s) as notified.

20. Notice to Us

Where you give notice to us under these Terms and Conditions, you must give notice either by phoning 0800 474 355 or emailing cardenquiries@z.co.nz. The notice shall not be effective until we receive it.

21. Consumer Guarantees Act

If the acquisition of Products pursuant to these Terms and Conditions is for the purposes of a business, you acknowledge and agree that the provisions of the Consumer Guarantees Act 1993 do not apply.

22. Taxes & Duties

Unless precluded by legislation, we reserve the right to debit your Account with any government rates, taxes or charges which now are, or which in the future may be, imposed or charged upon your Z Card transactions, whether or not you are primarily liable for the impost or charge.

23. Privacy Policy

You acknowledge that, when we process your application for a Z Card and in the course of our subsequent business relationship, we may collect "personal information" about you and your Cardholders. "Personal information" is defined in the Privacy Act 1993 as "information about an identifiable individual", i.e. information about a natural person as opposed to a company or other legal entity.

We collect, store and use such information for purposes connected with our business, such as:

- providing you and your Cardholders with products and/or services you have requested;
- administering your account; and
- carrying out any activity in connection with a legal, governmental or regulatory requirement on us, or in connection with legal proceedings, crime, or fraud prevention, detection or prosecution.

We will not sell, trade or rent any personal information you and your Cardholders provide to us to any third party.

We may from time to time offer related products and services to you in conjunction with a third party. However, in developing and marketing such offers, your personal information will not be disclosed to the third party concerned, unless the third party is a party with whom we can share your personal information under these terms and our full Privacy Policy. You may notify us at any time if you do not wish to receive information about related products and services.

You acknowledge and agree that we may disclose your and your Cardholders' personal information in accordance with our privacy policy, including to:

- other business units within our group of companies;
- other providers of credit and credit reference and reporting agencies and debt collection agencies;
- those who provide to us or our group of companies products or services that support the goods and services we provide, such as our retailers, dealers and suppliers;
- persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority including law enforcement agencies and emergency services;
- in the case of a Cardholder's personal information, the Account Owner of the Account to which the Z Card relates; and
- any person or organisation as authorised by the Privacy Act 1993.

Where you apply for a Z Card and quote your membership or relationship with another organisation with whom we have a separate agreement in relation to Z Card (a **Z Card Promoter**), you acknowledge and consent to personal information obtained:

- by us about you and your Cardholders being made available to the Z Card Promoter and to the Z Card Promoter collecting that information from us; and
- by the Z Card Promoter about you and your Cardholders being made available to us and to us collecting that information from the Z Card Promoter.

You have the right to request access to any personal information we hold about you and to request that it be corrected in accordance with the Privacy Act 1993. Our full Privacy Policy is available on our website, z.co.nz

24. Z Card On-Line

We may, at our discretion, issue one or more login IDs and passwords to you (or any person acting with your express or implied authority) to allow you to carry out certain administrative functions in relation to your Z Card via the Z Card On Line ('ZCOL') website. You agree that, when using any such login ID and password, you will be bound by the Terms of Access on the ZCOL site in addition to these Terms and Conditions.

25. Complaints resolution

If you have a complaint regarding our financial services and you are not satisfied with the outcome of our investigation into your complaint, you may refer your complaint to Financial Dispute Resolution (fdr.org.nz). Financial Dispute Resolution is an independent organisation and their services are available to Z's customers free of charge.

26. Contacting us

Z Energy Limited
3 Queens Wharf
PO Box 2091
Wellington 6140
Phone: 0800 474 355
Fax: 0800 743 553
Email: cardenquiries@z.co.nz

Z Card Privacy and Commission Consent ('Consent')

Once you have read and understood the Z Card Privacy and Commission Consent, please fill in the details and sign below:

Full name

Position
(if relevant)

Address

Entity name
(if relevant)

Signature

Date

day

month

year

This Consent is entered into by you simultaneously with your Account Application Form for a Z Card and or Z Energy Limited Products Account ('Account Application').

You acknowledge and agree that if there are any conflicts between the provisions of this Consent and the Z Card Terms and Conditions the terms of this consent shall prevail.

INTERPRETATION

- The words '**you**' and '**your**' means the Fleet Owner; '**Card**' or '**Z Card**' means a card so named and issued by Z Energy which is to be used for the purposes described by the Z Card terms and conditions; '**Cardholder**' means the person presenting the Z Card; '**Fleet Owner**' means the company or person(s) at whose request Z Energy agrees to open a Z Card account pursuant to the Account Application; '**Z Energy**' means Z Energy Limited, its successors and assigns; 'Z Card Terms and Conditions' means the terms and conditions set out in the Account Application and any notified variation, deletion or supplement to, those terms and conditions; 'Toyota' means Toyota Finance New Zealand Limited, its successors and assigns.

PRIVACY

- You acknowledge that, when Z Energy and Toyota process your application for a Z Card and in the course of your subsequent business relationship with Z Energy and Toyota and ongoing use of the Z Card, Z Energy and Toyota may collect 'personal information' you. 'Personal Information' is defined in the Privacy Act 1993 as 'information about an identifiable individual', ie: information about a natural person as opposed to a company or other legal entity.
- You acknowledge and consent to personal information obtained by Z Energy about you being made available to Toyota and to Toyota collecting that information from Z Energy. You acknowledge and consent to personal information obtained by Toyota about you being made available to Z Energy and to Z Energy collecting that information from Toyota.
- Z Energy and Toyota will collect, store and use such personal information for the following purposes:
 - to administer your Z Card account;
 - to enable either Z Energy and/or Toyota to develop and market products or services offered by either Z Energy or Toyota that may meet the needs of your business;
 - to enable Z Energy and/or Toyota to comply with any relevant laws and regulations; and
 - for any other purpose which you authorise or consent to.
- Z Energy and/or Toyota may from time to time offer related products and services to you in conjunction with a third party. However, in developing and marketing such offers, your

personal information will not be disclosed by either Z Energy or Toyota to the third party concerned. You may notify either Z Energy or Toyota at any time if you do not wish to receive information from either Z Energy or Toyota about related products or services either Z Energy or Toyota provide.

- You acknowledge and agree that Z Energy may disclose personal information about you to the following parties:
 - Toyota
 - Other business units within the Z Energy group of companies;
 - Other providers of credit and credit reference and reporting agencies; and
 - Any other party which you authorise Z Energy to provide information to.
- You acknowledge and agree that Toyota may disclose personal information to the following parties:
 - Z Energy;
 - Other business units within the Toyota group of companies;
 - Other providers of credit and credit reference and reporting agencies; and
 - Any other party which you authorise Z Energy to provide information to.
- Other than providing personal information to Z Energy, Toyota does not sell, trade or rent any personal information you provide to Toyota to any other third party unless the provision of information to that party has been agreed by you or is required by law.
- You have the right to request access to any personal information Z Energy or Toyota hold about you and to request that information be corrected in accordance with the Privacy Act 1993.

COMMISSION

- You acknowledge and consent to Toyota receiving from Z Energy an ongoing fee based on the volume of fuel the Cardholder purchases by using their Z Card.

ADMINISTRATION OF ACCOUNT

- You acknowledge that Toyota may assume responsibility for the administration of any Z Card issued to you.
- If Toyota assumes responsibility for the administration of any Z Card issued to you, you acknowledge that:
 - Toyota is relying on information provided to Toyota by Z Energy in order to administer the Z Card. This includes when issuing tax invoices and other documentation;

- You are responsible for checking any tax invoice or other documentation issued to you to ensure its accuracy;
- Toyota shall have no liability to you in respect of any incorrect information provided by Z Energy to Toyota;
- You will provide Toyota with a new direct debit authority as required by Toyota;
- Upon assuming responsibility for the administration of any Z Card issued to you, all of the rights of Z Energy pursuant to the Z Card Terms and Conditions shall be exercisable by Toyota; and
- Toyota shall have no liability in respect of the inability of Z Energy to supply any product to you or in respect of any defect in product supplied by Z Energy to you

CONTACTING Z ENERGY AND TOYOTA

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