

# Fern Energy Limited Application Form



Fern Energy Limited  
10 Show Place  
Level 3, Addington  
Christchurch 8024, New Zealand

PO Box 16899, Hornby, Christchurch 8441  
Freephone 0800 666 626  
Email info@fernenergy.co.nz

CUSTOMER NUMBER  
(Office use only)

ACCOUNT NAME

## INSTRUCTIONS FOR COMPLETING THIS APPLICATION FORM

Please complete this form in BLOCK LETTERS and tick applicable boxes as requested. Use the following guide that shows which sections should be completed.

Applications can be accepted from business enterprises that are GST registered and community groups.

### APPLICATION TYPES;

ALL A	BULK FUEL B	FUEL CARD C	LUBES D	ALL E
----------	----------------	----------------	------------	----------

## SECTION A:

### APPLICANT INFORMATION

APPLICANT TYPE (Please tick applicable box)

COMPANY    
  TRUST\*    
  SELF-EMPLOYED SOLE TRADER    
  JOINT    
  PARTNERSHIP    
  COMMUNITY GROUP

COMPANY NAME (if applicable)  COMPANY NO.

TRADING NAME

NAME OF DIRECTOR(S)/INDIVIDUAL(S)/PARTNER(S)/TRUSTEE(S)

\*Please include Maiden Name in brackets if applicable.

(1) (Full Name(s) Surname)	<input type="text"/>	Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(2) (Full Name(s) Surname)	<input type="text"/>	Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(3) (Full Name(s) Surname)	<input type="text"/>	Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(4) (Full Name(s) Surname)	<input type="text"/>	Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(5) (Full Name(s) Surname)	<input type="text"/>	Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(6) (Full Name(s) Surname)	<input type="text"/>	Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CONTACT PERSON(S)	<input type="text"/>								

### Office use only

Territory Manager  Bulk Band  Freight Band  Card Band

Notes

CREDIT CONTROL   /  /    /  /

Approved By                      Date                      Approved By                      Date

FERN ENERGY APPLICATION    
 Original Application Received     
 Signatures/Dates/Guarantee     
 Scanned     
 Direct Debit Loaded

Direct Debit Approved     
 Direct Debit Groups:     
 PPSR     
 Driver Notification     
 Double Check - Initial

**CORRESPONDENCE**

ADDRESS					WORK PHONE	( )	
					FAX	( )	
					MOBILE		
					EMAIL (general)		
	POSTCODE				EMAIL (statements)		

Tick your preferred contact options

**PERSONAL**

RESIDENTIAL ADDRESS					HOME PHONE	( )
					MOBILE	
					WORK PHONE	( )
	POSTCODE				EMAIL	

POSITION HELD (Please tick applicable box)

OWNER    
  LEASE    
  MANAGER    
  CONTRACTOR    

OTHER    
 POSITION/OCCUPATION    
 EMPLOYER

**BUSINESS**

TOTAL ESTIMATED MONTHLY SPEND LIMIT (Please tick applicable box)

Less than \$10k    
  \$10k - \$20k    
  \$20k - \$30k    
  \$30k - \$40k    
  \$40k - \$50k    
  More than \$50k

PRIMARY BUSINESS ACTIVITY (Please tick applicable box)

<input type="radio"/> Agriculture	<input type="radio"/> Forestry & Logging	<input type="radio"/> Property Development	<input type="radio"/> Accommodation & Food Services	<input type="radio"/> Construction & Associated Trades	<input type="radio"/> Contractors
<input type="radio"/> Education & Training	<input type="radio"/> Electricity, Gas, Water & Waste Services	<input type="radio"/> Fishing	<input type="radio"/> Government Departments & Local Authorities	<input type="radio"/> Horticulture	<input type="radio"/> Information & Telecommunication
<input type="radio"/> Maintenance Services	<input type="radio"/> Manufacturing	<input type="radio"/> Mining	<input type="radio"/> Professional, Scientific & Technical Services	<input type="radio"/> Retail Trade	<input type="radio"/> Service Stations
<input type="radio"/> Transport & Postal Services	<input type="radio"/> Wholesale Trade	<input type="radio"/> Other			

Brief description of primary business activities:

# Applicants Statement of Financial Position



Fern Energy Limited  
10 Show Place  
Level 3, Addington  
Christchurch 8024, New Zealand

CUSTOMER NUMBER  
(Office use only)

PO Box 16899, Hornby, Christchurch 8441  
Freephone 0800 666 626  
Email info@fernenergy.co.nz

## INCOME DETAILS

ACCOUNTANT'S NAME	<input type="text"/>	ACCOUNTANT'S PHONE	( <input type="text"/> ) <input type="text"/>
Gross business income (last financial year)	\$ <input type="text"/>	Length of Time Business has been in Operation	<input type="text"/>
Gross Other Income	\$ <input type="text"/>		<input type="text"/>
TOTAL GROSS INCOME	\$ <input type="text"/>	CREDIT LIMIT REQUESTED (Minimum \$1,000 per month for Z Business Card)	\$ <input type="text"/>
NET PROFIT (before tax)	\$ <input type="text"/>		<input type="text"/>

## FINANCIAL DETAILS

i. ASSETS		ii. LIABILITIES			
Land and Buildings	\$ <input type="text"/>	Mortgagee	<input type="text"/>	Interest Rate	Amount Owing
Plant and Machinery (book value)	\$ <input type="text"/>	Mortgagee	<input type="text"/>		
Inventory held for Sale	\$ <input type="text"/>	Other Creditors (incl. HP)	<input type="text"/>		
Other Assets	\$ <input type="text"/>	Other Creditors (incl. HP)	<input type="text"/>		
Other Investments/Cash/Credit Balances:	\$ <input type="text"/>	Other Creditors (incl. HP)	<input type="text"/>		
<b>Total Assets</b>	<b>\$ <input type="text"/></b>			<b>TOTAL LIABILITIES</b>	<input type="text"/>

## TRADE REFERENCES

Please supply details of businesses with which you operate opr with who have operated a major account.  
(Please do not include credit card companies or utility companies e.g. telephone, power, gas).

NAME OF SUPPLIER	PHONE NO.	AVERAGE MONTHLY PURCHASES	(OFFICE USE ONLY)
(1)	( <input type="text"/> ) <input type="text"/>	<input type="text"/>	<input type="text"/>
(2)	( <input type="text"/> ) <input type="text"/>	<input type="text"/>	<input type="text"/>
(3)	( <input type="text"/> ) <input type="text"/>	<input type="text"/>	<input type="text"/>
(4)	( <input type="text"/> ) <input type="text"/>	<input type="text"/>	<input type="text"/>

Have proceedings for the recovery of debt, bankruptcy or insolvency ever been brought against you?

Yes  
 No

If Yes please provide details:

## APPLICATION AUTHORISATION

I/We confirm that the information on this Statement of Financial Position is true and correct.

Signature of Applicant (1)	Name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
(Applicant/Director/Authorised Signatory)		
Signature of Applicant (2)	Name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
(Applicant/Director/Authorised Signatory)		

### CONFIDENTIALITY STATEMENT

Fern Energy Limited agrees not to use any Confidential information disclosed for its own benefit or disclose it to any other party without the approval of the applicant, unless required by order of a valid legal authority.

SECTION B: BULK FUEL DELIVERY

DELIVERY ADDRESS – SITE 1						Office use only	
RAPID NO.	<input type="text"/>	DAIRY SUPPLY NO.	<input type="text"/>	TERMINAL / SCHEDULER / RUN / DRIVER			
ROAD NAME	<input type="text"/>						
AREA	<input type="text"/>	TOWN	<input type="text"/>				
SITE CONTACT PERSON	<input type="text"/>	TELEPHONE NO.	<input type="text"/> ( )				
PRODUCT	TANK TYPE	SIZE	APPROX VOL. PER YEAR	QTY REQUIRED	FILL	EXACT	
DIESEL	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
REGULAR	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
SITE DELIVERY INSTRUCTIONS			SITE ACCESS INSTRUCTIONS				
<input type="text"/>			(e.g. key codes or where keys are kept, if applicable)				
<input type="text"/>			<input type="text"/>				
<input type="text"/>			<input type="text"/>				
TRUCK AND TRAILER ACCESS							
<input type="radio"/> TRUCK ACCESS ONLY (26 Tonne Twin Steer)	<input type="radio"/> TRUCK & TRAILER ACCESS (44 Tonne Twin Steer)	ANY OVERHEAD CLEARANCE ISSUES		(e.g. power lines, trees, bridges, if applicable)			
CUSTOMER DELIVERY SCHEDULE							
<input type="radio"/> WEEKLY	<input type="radio"/> FORTNIGHTLY	<input type="radio"/> 4 WEEKLY	<input type="radio"/> 2 MONTHLY	<input type="radio"/> OTHER	(Please specify)		

DELIVERY ADDRESS – SITE 2						Office use only	
RAPID NO.	<input type="text"/>	DAIRY SUPPLY NO.	<input type="text"/>	TERMINAL / SCHEDULER / RUN / DRIVER			
ROAD NAME	<input type="text"/>						
AREA	<input type="text"/>	TOWN	<input type="text"/>				
SITE CONTACT PERSON	<input type="text"/>	TELEPHONE NO.	<input type="text"/> ( )				
PRODUCT	TANK TYPE	SIZE	APPROX VOL. PER YEAR	QTY REQUIRED	FILL	EXACT	
DIESEL	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
REGULAR	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	
SITE DELIVERY INSTRUCTIONS			SITE ACCESS INSTRUCTIONS				
<input type="text"/>			(e.g. key codes or where keys are kept, if applicable)				
<input type="text"/>			<input type="text"/>				
<input type="text"/>			<input type="text"/>				
TRUCK AND TRAILER ACCESS							
<input type="radio"/> TRUCK ACCESS ONLY (26 Tonne Twin Steer)	<input type="radio"/> TRUCK & TRAILER ACCESS (44 Tonne Twin Steer)	ANY OVERHEAD CLEARANCE ISSUES		(e.g. power lines, trees, bridges, if applicable)			
CUSTOMER DELIVERY SCHEDULE							
<input type="radio"/> WEEKLY	<input type="radio"/> FORTNIGHTLY	<input type="radio"/> 4 WEEKLY	<input type="radio"/> 2 MONTHLY	<input type="radio"/> OTHER	(Please specify)		

PLEASE NOTE: If there are more delivery addresses, copy this section and attach it to this application.

## BANK INSTRUCTIONS

Bank Account Name

AUTHORITY TO ACCEPT DIRECT DEBITS  
(not to operate as an assignment or agreement)

BANK ACCOUNT FROM WHICH PAYMENTS ARE TO BE MADE:

Bank

Branch

Account Number

Suffix

AUTHORISATION CODE  
0 2 1 6 2 8 9

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

Bank

Branch

Town / City

(where account is held)

I/we authorise you until further notice, to debit my/our account with all amounts which **Fern Energy Limited** (hereinafter referred to as the initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit. I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

Payer Particulars

Payer Code

Payer Reference

Signature/s

Date

Approved

1628

09

06

FOR BANK USE ONLY  
ORIGINAL - RETAIN AT BRANCH

DATE RECEIVED:

RECORDED BY:

CHECKED BY:

BANK STAMP

### 1. THE INITIATOR

(a) Has agreed to give written advance notice of the net amount of each Direct Debit and the due date of debiting at least \* ..... business days before the date when the Direct Debit will be initiated. This advance notice must be provided either:

- (i) in writing; or
- (ii) by any other means which provides a verifiable record of the initiated transaction and where the Customer has provided prior written consent to the Initiator.

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 CUSTOMER MAY

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and 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) The Authority will remain in full force and effect in respect of all Direct Debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes 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 the Direct Debit.
- (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 fee for this service in force from time-to-time.

# FUEL CARD REQUEST

Please select below which card is best suited to your needs



## Z Card

## Mobil Card

### CUSTOMER INFORMATION

Account Name	<input type="text"/>
Customer Name	<input type="text"/>
Phone No	<input type="text"/>

**Z Cards accepted at all Z Energy, Caltex & Challenge fuel stops throughout New Zealand**  
**Mobil Cards accepted at all Mobil and participating NPD, Allied and Waitomo Service Stations**

#### Card Details —please complete all fields

Card Holder Name (or Any Vehicle)	<input type="text"/>	Vehicle Registration (or Pool)	<input type="text"/>
Vehicle Details (or Any Vehicle)	<input type="text"/>	Enter 4 DIGIT Pin No.	<input type="text"/>
Product Requirements	<input type="text"/>	Compulsory Odometer Entry	<input type="text"/>
<b>Card Purchase Limits</b> —please select relevant limits, or no limit			
Monthly Limits \$	<input type="text"/>	Daily Limit \$	<input type="text"/>

#### Card Details —please complete all fields

Card Holder Name (or Any Vehicle)	<input type="text"/>	Vehicle Registration (or Pool)	<input type="text"/>
Vehicle Details (or Any Vehicle)	<input type="text"/>	Enter 4 DIGIT Pin No.	<input type="text"/>
Product Requirements	<input type="text"/>	Compulsory Odometer Entry	<input type="text"/>
<b>Card Purchase Limits</b> —please select relevant limits, or no limit			
Monthly Limits \$	<input type="text"/>	Daily Limit \$	<input type="text"/>

#### Card Details —please complete all fields

Card Holder Name (or Any Vehicle)	<input type="text"/>	Vehicle Registration (or Pool)	<input type="text"/>
Vehicle Details (or Any Vehicle)	<input type="text"/>	Enter 4 DIGIT Pin No.	<input type="text"/>
Product Requirements	<input type="text"/>	Compulsory Odometer Entry	<input type="text"/>
<b>Card Purchase Limits</b> —please select relevant limits, or no limit			
Monthly Limits \$	<input type="text"/>	Daily Limit \$	<input type="text"/>

#### Card Details —please complete all fields

Card Holder Name (or Any Vehicle)	<input type="text"/>	Vehicle Registration (or Pool)	<input type="text"/>
Vehicle Details (or Any Vehicle)	<input type="text"/>	Enter 4 DIGIT Pin No.	<input type="text"/>
Product Requirements	<input type="text"/>	Compulsory Odometer Entry	<input type="text"/>
<b>Card Purchase Limits</b> —please select relevant limits, or no limit			
Monthly Limits \$	<input type="text"/>	Daily Limit \$	<input type="text"/>

**GUARANTEE FOR COMPANY DIRECTORS & TRUSTEES ONLY**

By signing this guarantee and indemnity you become personally liable for all amounts which are payable to Fern Energy Limited ("Fern") by the Applicant. You should seek legal advice before signing. In consideration of Fern, at my/our request, accepting the Applicant as a customer of Fern and, as the case may be, issuing a Z Business Fuel Card to the Applicant, I/we personally, jointly and severally, unconditionally and irrevocably:

1. Guarantee the due and punctual observance and performance by the Applicant of all its financial and other obligations to Fern.
2. Agree that, without limiting clause 1 in any way, this Guarantee:
  - 2.1 Is a continuing guarantee and applies in respect of all present and future financial and other obligations of the Applicant to Fern, however they arise, including, without limitation:
    - 2.1.1 Payment by the Applicant for goods and services supplied to, for or at the request of the Applicant;
    - 2.1.2 Payment by the Applicant for purchases made or debts incurred by the customer in the name of Fern or by Fern on behalf of the Applicant; and
    - 2.1.3 Compliance by the Applicant with the financial and other obligations of the "Fern Energy Limited Terms and Conditions" ("Fern Terms") and "Z Business Fuel Card Terms and Conditions" ("Starcard Terms") issued to the Applicant.
  - 2.2 Applies even where there is a change in the Fern Terms or Starcard Terms and/or any other arrangements between Fern and the Applicant.
3. Agree that my/our guarantee and indemnity binds my/our personal representatives and will continue to be binding and at all times enforceable by Fern even if the Applicant dies, becomes insolvent or is placed in liquidation.
4. Covenant with Fern that:
  - 4.1 No release, delay or other indulgence given by Fern to the Applicant or any other thing whereby I/we would have been released had I/we been merely a surety shall abrogate, release, prejudice or affect the liability of me/us as a guarantor or as an indemnifier;
  - 4.2 As between me/us and Fern, I/we may for all purposes be treated as the Applicant, and Fern shall be under no obligation to take proceedings against the Applicant before the proceedings against me/us;
  - 4.3 I/we will not prove in any bankruptcy or liquidation of the Applicant in competition with Fern; and
  - 4.4 Any concession, grant of time, waiver, variation or otherwise shall not release me/us from liability.
5. Indemnify Fern against any loss or liability (including costs) which Fern may suffer or incur as a result of the Applicant failing to duly and punctually observe and perform financial and other obligations to Fern, regardless of whether the Applicant's liability is or has become void or unenforceable for any reason and regardless of whether the guarantee shall be void or unenforceable against me/us, or any of us, for any reason. all its above
6. I/We authorise Fern to obtain information (including credit reports and customer due diligence information as set out in clauses 14 and 15 of the Fern Terms) about me/our directors or trustees) and make any other enquiries it thinks appropriate so it can confirm information provided is true and complete, decide whether to accept the Applicant's application, comply with its customer due diligence obligations and any other legal obligations it may have and decide whether to continue to make goods and services and other discretionary benefits available to the Applicant. I/We authorise any person to complete and furnish any information in response to Fern's credit, customer due diligence or other enquiries and accept that clauses 14 and 15 of the Fern Terms will apply in relation to any information about me/us. us (including
7. Where the trustee of a trust, acts as an independent trustee without any interest in any of the assets of the trust other than as trustee, that trustee is liable under this Guarantee only to the extent of the value of the assets of the trust available to meet that trustee's liability plus any amount by which the value of those assets has been diminished by any breach of trust caused by that trustee's wilful default or dishonesty.

		Date of Birth <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date of Birth <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date of Birth <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date of Birth <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

**APPLICATION AUTHORISATION (ALL APPLICANTS)**

I/We make this application to become an account holder of Fern Energy Limited ("Fern") on the terms and conditions set out below:

I/We are not less than 18 years of age.

I/We authorise Fern to obtain information (including credit reports and customer due diligence information as set out in clauses 14 and 15 of the attached "Fern Terms and Conditions" ("Fern Terms")) about me/us (including our directors or trustees) and make any other enquiries it thinks appropriate so it can confirm information provided is true and complete, decide whether to accept my/our application, comply with its customer due diligence obligations and any other legal obligations it may have and decide whether to continue to make goods and services and other discretionary benefits available to me/us. I/We authorise any person to complete and furnish to Fern any information in response to Fern's credit, customer due diligence or other enquiries and accept that clauses 14 and 15 of the Fern Terms will apply in relation to any information about me/us.

I/We confirm that I/we have read, and agree to comply with and be bound by the Fern Terms attached and confirm that the information in this Application Form is true and correct and may be relied upon by Fern in considering this application. I/We will tell you if any of the information changes or is no longer true and complete.

Where I/we am/are applying for a FernStarcard, I/we confirm that I/we have read the "Fern Limited Starcard Terms and Conditions" attached, and agree to comply with and be bound by those terms and conditions.

I/We declare that I/we am/are going to use my/our Fern account wholly or predominantly for business/farming/purposes.

I/We understand that Fern reserves the right to decline any applications.

		Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
		Date <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

## Z BUSINESS TERMS AND CONDITIONS FOR FERN CUSTOMERS

Fern Energy Limited ("Fern") has an agreement with Z Energy Limited and Z Energy 2015 Limited (together, "Z"), under which Fern may make Z Business fuel cards available to its shareholders on certain terms and conditions.

By signing or using your Z Business fuel card, you agree to comply with and be bound by: the Z Business Terms and Conditions (available at <https://business.z.co.nz/z-business-terms-and-conditions>); and these terms and conditions, which may be amended by Fern from time to time ("Terms and Conditions"). Under these Terms and Conditions, Fern has limited and excluded various liabilities. You agree that those limitations and exclusions shall also apply to you for the benefit of Fern and Z. To the extent of any inconsistency between the Z Business Terms and Conditions and these Terms and Conditions, these Terms and Conditions will prevail over the Z Business Terms and Conditions.

## Terms and Conditions:

1. You are not permitted to use your Z Business fuel card to purchase Lotto and Instant Kiwi products.
2. You must pay for all purchases made using your Z Business fuel card whether or not they are authorised by you and you acknowledge that Z will invoice Fern for such purchases.
3. Unless precluded by legislation, you must pay any government rates, taxes or charges (excluding GST) which now are, or which in the future may be, imposed or charged upon your use of Z Business transactions, whether or not you are primarily liable for the impost or charge.
4. You authorise Fern to debit all amounts owing in relation to your Z Business fuel card, from your Fern Card account, including all applicable fees.
5. Purchases made using your Z Business fuel card will not qualify for a benefit under any loyalty arrangements that Z has with any other person, including Fly Buys or Airpoints.
6. Fern or Z may cancel your Z Business fuel card at any time without notice. You must immediately return your Z Business fuel card to Fern if it is cancelled or if requested by Fern.
7. You agree that Fern is not responsible if Z or a merchant refuses to accept your Z Business fuel card at any time, for Z or a merchant's inability to supply any goods or services you require at any particular time or place.
8. To the extent permitted by law, Fern excludes all liability it may have in relation to:
  - 8.1 All goods and services purchased using your Z Business fuel card;
  - 8.2 The actions or inactions of Z and merchants;
  - 8.3 Any unauthorised use of your Z Business fuel card; and
  - 8.4 Anything else related to your Z Business fuel card.
9. You are entitled to the benefit of the relevant guarantees set out in the Consumer Guarantees Act 1993.
10. If your Card or your PIN is lost, stolen or likely to be misused you must immediately notify Fern by calling 0800 200 600.
11. Fern may vary these Terms and Conditions at any time and will give you notice in writing of any variation.

## FERN LIMITED TERMS AND CONDITIONS

By completing this application for a Fern account, the Applicant agrees to become an account holder ("Customer") of Fern Energy Limited ("Fern") on the following terms and conditions ("Terms"):

1. The Customer acknowledges that this Fern account is not transferable and that the Customer's rights and obligations under these Terms cannot be assigned without Fern's prior written consent.
2. Where the Customer is a company, a trust, an incorporated society or a partnership, any change in the legal or beneficial ownership of the Customer which results in a change in the effective management or control of the Customer is deemed to be an assignment of the Customer's rights and obligations under these Terms and shall require the prior written consent of Fern.
3. Until Fern receives a full payment of all moneys owing howsoever by the Customer and the Customer has satisfied all of its other obligations under these Terms:
  - 3.1 Fern retains ownership of all goods supplied by it to the Customer;
  - 3.2 The Customer grants Fern a security interest in all goods purchased by the Customer using the Customer's Fern account (together "the Goods"); and
  - 3.3 The Customer has the authority to deal with the Goods solely in the ordinary course of business and shall not purport to give security over them to any other person. The Customer shall hold all proceeds of sale of the Goods separately from the Customer's moneys as a fiduciary in trust for Fern. If any event occurs which in Fern's opinion adversely affects the Customer's ability to pay all moneys howsoever owing, payment of all moneys shall become due and the Customer's authority to deal with Goods is cancelled. Fern may immediately without notice take any action it considers necessary to take possession of the Goods (including without limitation entry onto the land and premises of the Customer regardless of whether or not an occupier is present) without thereby incurring any liability to the Customer.
4. Clause 3 of these Terms creates a security interest in all present and after acquired Goods and their proceeds. At Fern's request, the Customer shall promptly execute all documents and do anything else reasonably required by Fern to ensure that the security interest created under clause 3 constitutes a perfected security interest in the Goods and their proceeds which will take priority over all other security interests in them. The Customer waives any right it has to receive a copy of a Verification Statement under the Personal Property Securities Act 1999. Fern may apportion payments to any of the Customer's outstanding accounts as it sees fit.
5. All Goods shall be purchased at prices prevailing at the time the Goods are despatched.
6. To the extent permitted by law, Fern excludes all liability it may have in relation to the quality of any Goods supplied using the Customer's Fern account and for any loss or damage suffered by the Customer as a result of the Customer's incorrect use or storage of any Goods supplied to the Customer by Fern. All risk in the Goods shall pass to the Customer on delivery notwithstanding that title has not passed.
7. The Customer acknowledges that where any Goods are purchased by the Customer for any business use or purpose other than for personal, domestic, or household use or consumption, the provisions of the Consumer Guarantees Act 1993 will not apply to the supply of those Goods.
8. Fern will prepare and send a separate statement for each Fern account held by the Customer, unless previously arranged.
9. Payment of accounts shall be due on the 20th of the month following delivery. Fern will send the Customer a statement setting out the amount due each month.
10. Interest will be charged by Fern on overdue accounts in which case the Customer shall pay to Fern such interest calculated at the default interest rate of 24% per annum (or such rate as Fern may from time to time determine, as advertised on its website) on any outstanding balance on the Customer's account (excluding interest) not received by Fern by the 20th of the month following purchase. Such interest shall be calculated on the amount outstanding on a daily basis.
11. All other claims regarding Goods supplied shall be made within ten (10) days of receipt of invoice. In the absence of any such enquiry or claim the Customer shall be taken to accept that the invoice is correct and that the Goods specified have been delivered as described and in good condition.
12. The Customer shall be liable for all costs of collection and legal fees incurred by Fern in recovering overdue amounts.
13. Fern reserves the right to vary these Terms from time to time. The variation will become effective on notification to the Customer. This shall be deemed to be on the day after the date of posting to the Customer of the notification properly addressed to the last address of the Customer known to Fern.
14. Fern is required to verify the identity of its customers and conduct other customer due diligence under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("AML/CFT Act"). The Customer and each Guarantor agrees to provide any information requested by Fern in order to comply with such obligations and agrees to tell Fern if any information changes or is no longer true and complete.
15. The Customer, and each guarantor of the Customer ("Guarantor"), authorises Fern to obtain, exchange, hold and use personal information about them (including personal information about their directors or trustees) for the purposes of determining eligibility for credit, supplying goods and services, enforcing debt and legal obligations, undertaking initial and ongoing customer due diligence and monitoring in accordance with the AML/CFT Act and for any marketing and administration purposes. The Customer, and each Guarantor, understands that Fern may use credit reporting services (such as Veda's credit reporting services) to credit check them and customer due diligence services (including electronic-based services from a third party) to verify their identity and conduct any other customer due diligence required under the AML/CFT Act and accepts that when Fern uses such services:
  - 15.1 The credit reporter (eg Veda) or other third party (in each case a "Service Provider") will exchange information about them for that purpose and the Service Provider may hold that information on its system and use it to provide their credit reporting or customer due diligence service (as the case may be) to other customers of the Service Provider;
  - 15.2 Fern may use the Service Provider's services in the future for purposes related to the provision of credit or any other authorised purpose (including ongoing customer due diligence). This may include using the Service Provider's monitoring services to receive updates if any of the information held about the Customer or Guarantor changes; and
  - 15.3 If they default in their payment obligations to Fern, information about that default may be given to credit reporters (eg Veda) and credit reporters may give information about that default to its other customers; and
  - 15.4 Fern due diligence obligations under the AML/CFT Act extend to your beneficial owners and to each person acting on behalf of you. You represent that you have obtained the consent of all such people for Fern to carry out due diligence on them also, as contemplated by these Terms.