



fuel for flight

Air BP account application form



Welcome to Air BP

Air BP account application form

Welcome

Thank you for choosing Air BP for your aircraft fuelling requirements. Our trading account offers you convenience and flexibility.

Nation-wide access

The Air BP Fuel Card (Carnet) can be used throughout our comprehensive network of over 80 locations, including our 24 hour card operated self-service dispensers.

Quality and safety

Air BP is committed to the highest standards of quality and safety, network wide. We have dedicated teams to ensure fuel quality and safe, reliable refuelling equipment.

Regular invoices

A concise invoice is provided at your nominated frequency, detailing offtakes by date, location and price.

Support

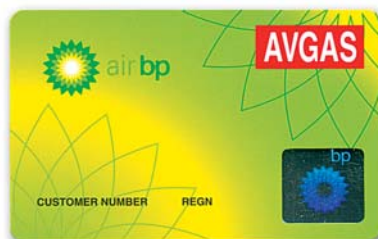
A team of committed General Aviation staff is available on a local call number to assist with any enquiries.

For assistance to complete this application or for more information, please call our Customer Service Centre on 1300 1300 BP (1300 1300 27).

Or visit us online at www.airbp.com.au

Please use the postage paid envelope provided for your completed application:

Credit Services
Air BP Customer Service Centre
GPO Box 5222
Melbourne VIC 3001



Air BP Credit Application

Account Details

Type of Entity: (Please tick one) Company Partnership Sole Trader Other

Legal Entity Name (The Customer): _____

ACN/ABN (if applicable): _____

As Trustee for (if applicable): _____

Trading Name (if different from above): _____

Contact Person: _____

Parent Company Name (if applicable): _____

Street Address: _____

Postcode: _____

Postal Address (if different from above): _____

Postcode: _____

Business Telephone Number: () _____

Private Telephone Number: () _____

Facsimile Number: _____

Email Address (if applicable): _____

Description of Main Business: _____

Estimate of **Annual** Fuel Usage: \$ _____

Litres* _____

Date Business Commenced: / / _____

Type of Card required: (Please tick) Air BP BP Plus* Both

*The BP Plus Card is available to customers who purchase over 300,000 litres of aviation fuel per annum.

If you wish to participate in BP Global Choice and offset your vehicles' greenhouse gas emissions, please tick this box and please circle the amount of fuel purchased (unleaded, premium unleaded or diesel) you wish to offset 50% 75% 100%

(Charges apply, please read BP Global Choice Terms and Conditions included herein.)



Acceptance of Terms & Conditions & Privacy Act Declaration

Terms & Conditions

I/We agree that on the making of this Application, I/We agree to be bound by the Terms and Conditions of use of the BP Card attached hereto and, if applicable, the BP Global Choice Terms and Conditions included herein (for additional copies of the Terms and Conditions contact Air BP Customer Service Centre on 1800 024 747 or visit www.airbp.com.au). I/We have read and understood the Terms and Conditions of use of the BP Card attached hereto and, if applicable, the BP Global Choice Terms and Conditions included herein and agree that, subject to Air BP's acceptance of this application, those conditions will apply. Air BP reserves the right to accept or reject the application in its absolute discretion.

I/We declare that the information provided on, or pursuant to, this application is true and correct in every particular and it is upon this basis that BP is to determine whether or not to grant this application.

I/We being the person(s) named as the Customer or where the Customer is a corporation, being the directors of the Customer as specified in this application authorise BP to make any enquires (including obtaining a credit report) concerning my/our credit worthiness or as to the accuracy of the information provided in this application and consent to any credit report concerning me/us being made available to BP for the purpose of assessing this application for credit and/or my/our acceptability as a guarantor and authorise BP to exchange or disclose any information concerning my/our credit worthiness or this application from or to any person or source and acknowledge that all or some of the information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 as amended. I/We further authorise BP to make any additional periodic checks that it sees fit to continue its assessment.

1. Name of Director/Partner

Job Title:

Address:

Previous Address:

Date of Birth:

/ /

Drivers License No:

Signature:

Date:

/ /

2. Name of Director/Partner

Job Title:

Address:

Previous Address:

Date of Birth:

/ /

Drivers License No:

Signature:

Date:

/ /

If you require additional signature space please photocopy and attach.

1. BP is committed to protecting your privacy

BP respects your privacy and is committed to protecting it. We provide this Privacy Statement to inform you of our Privacy Policy and practices and of the choices you can make about the way your information is collected online or by telephone and how that information is used. The courts of the State of Victoria, Australia shall have exclusive jurisdiction over any dispute arising out of your use of the web site or our telephone system. Unauthorised access of any BP web site and associated software is unlawful and may result in legal proceedings.

Our privacy policy is compliant with the *Privacy Act 1988* (as amended). Privacy legislation is subject to revision and we strongly suggest that you regularly check our privacy statement.

2. Data automatically collected

We log visitor's domain and IP address automatically; this information does not identify you as an individual, but only the computer that is being used to view the site. This data is used to see where the site is being used in the world to ensure coverage, and for click stream analysis to help better understand site usage, so that we can improve our service to you. We do not link information automatically logged with personal data about specific individuals.

Within the bounds of law, we may monitor electronic (including telephonic) communications through our internal and external networks to ensure compliance with laws and internal policies and for legitimate business purposes.

3. Cookies

Cookies are small pieces of information that are stored on your computer by the server maintaining and operating the Site. They do not compromise your privacy or security as they store a randomly generated identifying tag on your computer. We save cookies on to your computer to enable our site to personalise your future visits. The information helps speed up navigation to help you find the information you are looking for. We use "session cookies" and "persistent cookies", which are described below.

Persistent cookies are used to help us develop the web site by measuring use. They identify pages accessed and provide personalised features.

Session cookies are used for security reasons. These cookies allow you to be recognised once you have signed in and provide you with your confidential account information. They measure your time spent in a secure page, so that if inactive for a certain period the page will time out for your protection. The cookies can also remember data across different pages you use.

4. Data collection and use

When you request information through a BP website or by telephone, we may need to know some personal information about you. When emailing us, registering for recruitment, subscribing for free news or information we need your e-mail address, name and other limited personal identifiers. If you chose to purchase, goods, products or services, we will require some additional limited financial details. Your personal data will be processed to provide information, goods, products and services you request in the form that you require.

BP may release information about you:

- where there is a duty to the public to disclose that information, we are required by law or the interests of BP require disclosure.
- to third parties who run the delivery service on our behalf. We are obliged to ensure that your data is used only in a manner necessary to provide this service.

BP will not sell or disclose your information to any individual or entity outside BP group companies or approved business partners without your permission.

Since BP operates globally, the information you submit may be transferred outside of Australia. This and all other transmissions will remain secure and under our sole control. By clicking the 'submit' button where you purchase products on your account, or by continuing with a telephone enquiry after you have been advised that the call may be monitored, you consent to such a transfer or monitoring.

We may use your email address to advise you of upgrades or changes to these services or to send communications regarding your account or BP information which you have requested.

If we look to use your personal data for a new purpose, beyond what it was originally provided for, we will ask for your consent.

5. Access and Visitor choice

You may unsubscribe or opt-out of services and withdraw consent to use your information at any time by contacting BP Customer Service Centre on 1300 1300 27, or use the 'contact us' button on the BP web site. Please note that withdrawing your consent may result in your limited ability to use the site or receive information by telephone.

6. Security

We have implemented security policies, rules and technical measures to protect the personal data that we have under our control that complies fully with *Privacy Act 1988* (as amended). The security measures are designed to prevent unauthorised access, improper use or disclosure, unauthorised modification & unlawful destruction or accidental loss.

Declaration I/We declare that the credit to be provided to me by the BP Card is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

Important You should not sign this declaration unless this credit agreement is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

Signed by me/us _____ on the date of this document

Signed by me/us _____ on the date of this document

If you require additional signature space please photocopy and attach.

I/we do not wish to receive any promotional material from BP.

BP Direct Debit Request Form

Completion of this form is mandatory

FORM DDR

Request for debiting amounts to accounts by the direct debit system

Name: _____

Company Name: _____

(if applicable)

ABN Number: _____

Date: _____

Insert name and address of Financial Institution at which your account is held: _____

request you, until further notice in writing, to debit my/our account described in the schedule below, any amounts which **BP AUSTRALIA PTY LTD ABN 53 004 085 616** ("the User"). User ID number **658** may debit or charge me/us through the Direct Debit System.

I/We understand and acknowledge that:

1. This direct debit arrangement is governed by the terms and conditions of the BP Direct Debit Client Service Agreement received by me/us and I/We have read and understood those terms and conditions.
2. The User may in its absolute discretion at any time by notice in writing to me/us, terminate this Request as to future debits.
3. The User may by prior arrangement and advice to me/us, vary the amount or frequency of future debits.

1. Signature: _____

2. Signature: _____

Address: _____

Address: _____

The Schedule

Insert name of account which is to be debited: _____

BSB Number: _____

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Account Number: _____

Note: Direct Debiting is not available on the full range of accounts.
If in doubt, please refer to your Financial Institution.

Office use only:

Reference No: _____

(Please return by mail document with original signature/s. Thank you.)

Deed of Guarantee & Indemnity

Important notice: This is a personal guarantee and will affect your personal rights.

This Guarantee and Indemnity makes me/us liable for all monies owing by the Customer to BP under any agreement between themselves or with other persons. BP recommends to me/us that I/we seek independent financial and legal advice before signing this Guarantee and Indemnity. I/we acknowledge that I/we fully understand and accept the terms and conditions of this Guarantee and Indemnity.

Subject to BP accepting the application by the Customer, at our request, I/We the person/s referred to as the Director/s (and where more than one, jointly and severally) (each a "Guarantor") agree as follows;

1. The Guarantors unconditionally and irrevocably guarantee to BP:
 - (a) punctual payment of all sums of money, interest and damages now or in the future owing, (actually or contingently), by the Customer to BP;
 - (b) punctual performance and observance of all of the Customer's obligations to BP, including obligations arising under the Terms and Conditions, in particular but without limitation, clauses 13, 15, 16 and 22 of the Terms and Conditions; (together the "Guaranteed Obligations")
2. The Guarantors irrevocably indemnify BP against all liability, damage, loss and expense which it incurs now or in the future because the Customer does not meet its Guaranteed Obligations.
3. This document is a continuing guarantee for the whole of the Guaranteed Obligations, and the Guarantor's obligations (as guarantor, indemnifier or otherwise) and BP's rights will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this Guarantee and Indemnity, including without limitation, any of the following:
 - (a) any release, termination, variation, or assignment of the Guaranteed Obligations;
 - (b) the Terms and Conditions being void, voidable or otherwise unenforceable by BP in accordance with its terms or BP being estopped from receiving the performance and observance of the Guaranteed Obligations from the Customer;
 - (c) the granting of any forbearance, time or any other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of any Guarantor or the Customer;
 - (d) the failure by any director of the Customer or any other person intended to be a guarantor to sign or otherwise become bound by this Guarantee and Indemnity;
 - (e) the death, administration or mental illness of any Guarantor;
 - (f) the fact that no demand for the performance or observance of the Guaranteed Obligations has been made on a Guarantor or the Customer;
 - (g) any act or omission of BP which prejudices a Guarantor.
4. The Guarantor's obligations under this Guarantee and Indemnity are primary obligations. BP is not obliged to proceed against or enforce any other security or any other right against the Customer or demand payment from the Customer before it is entitled to enforce the Guaranteed Obligations.
5. This Guarantee and Indemnity shall not apply in respect of any obligations of the Customer under any regulated credit contract within the meaning of the Uniform Consumer Code or any Act of any State or Territory of Australia which corresponds thereto. This Guarantee and Indemnity shall be limited in respect of every sale or lease to which Part IV of the Goods Act 1958 (Victoria) or the corresponding provisions of any applicable Act in any State or Territory of Australia apply and in respect of which the Customer is the buyer or lessee so that the liability of the Guarantors in relation to the performance of those obligations does not include liability in respect of that sale or lease in excess of the amount for which the Customer is liable by reason of the breach of that sale or lease and the reasonable costs of and incidental to enforcing this Guarantee and Indemnity.
6. The Guarantors will indemnify BP and pay to BP on demand any and all expenses incurred by BP in relation to any enforcement of this deed or the Terms and Conditions or the exercise, preservation or consideration of any rights, powers or remedies under this deed or the Terms and Conditions and including in each case, legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on BP's behalf in respect of any recovery or attempted recovery of an amount due by me/us or the Customer to BP.
7. A certificate by BP relating to this Guarantee and Indemnity is, in the absence of manifest error, conclusive evidence against the Guarantors of the matters certified.
8. Any demand or notice under this Guarantee and Indemnity may be signed by BP or on behalf of BP by an attorney, director, secretary, manager or officer of BP or BP's solicitors and without prejudice to any

other lawful mode of service, may be served by delivering it to a Guarantor at the address set out in this Guarantee and Indemnity or by posting it to that address or the Guarantor's residence or place of business last known to BP. If posted, a notice or demand will be deemed to have been served on the day following the date of posting, but the making of a demand shall not be a condition precedent to the Guarantors' liability under this Guarantee and Indemnity.

9. If a Guarantor resigns as a director of the Customer, that Guarantor must deliver to BP a copy of the relevant notice filed with the Australian Securities and Investments Commission. The Guarantor shall remain a guarantor unless BP in its absolute discretion elects to release that Guarantor from any future liability under this Guarantee and Indemnity.
10. No Guarantor will be entitled to set off any amount due from BP to the Customer in diminution of the Guaranteed Obligations.
11. Each Guarantor acknowledges that they have been given the opportunity by BP to seek independent legal and commercial advice prior to executing this Guarantee and Indemnity.
12. If payment of any amount owing by me/us to BP is not made by the due date, I/we agree to pay on demand simple interest on the amount due at a rate equal to the rate prescribed as at the due date under the Penalty Interest Rates Act 1984 (Victoria) calculated daily by BP on the principal amount due, payable from the due date.
13. This deed shall be governed by and interpreted in accordance with the laws of Victoria. I/we irrevocably submit to the jurisdiction of the Courts of Victoria and waive any objection to such venue and any claim that an action has been brought in an inconvenient forum.
14. If GST is imposed on any supply made under or in accordance with this deed, I/we will pay to BP an amount equal to the GST payable on or for the taxable supply, subject to me/us receiving (if required by law) a valid tax invoice in respect of the supply at or before the time of payment. Payment of this amount must be made at the same time as payment for the taxable supply is required to be made in accordance with this deed.

EXECUTED by the Guarantors as a deed.

If there are more directors, please photocopy this deed, obtain additional signatures and attach to the application. **ALL DIRECTORS MUST SIGN.**

FOR COMPANIES ONLY: Important Notice: this will affect your personal rights.

Please note that a Director cannot witness another Directors signature.

Signed Sealed Delivered	Signed Sealed Delivered
Signature of Director/Guarantor:	Signature of Director/Guarantor:
Date:	Date:
Print Name of Director/Guarantor:	Print Name of Director/Guarantor:
Print Address of Director/Guarantor:	Print Address of Director/Guarantor:
Signature of Witness:	Signature of Witness:
Print Name of Witness:	Print Name of Witness:
Print Address of Witness:	Print Address of Witness:

Air BP Terms and Conditions

1. Terms and Conditions Binding

If BP accepts your application, BP will issue Air BP Card(s) and/or BP Plus Card(s) ("Card") to the Customer. Any person who signs the application form will be jointly and severally liable as the Customer.

By applying for or using the BP Card, the Customer acknowledges acceptance of these Terms and Conditions and ensures their observance by the Customer and Authorised Users until all the Customer's BP Cards expire, are cancelled or otherwise cease to be valid. The Customer acknowledges that, in the event of such expiry, cancellation or invalidity, it continues to be bound by all obligations and liabilities incurred by it before such expiry, cancellation or invalidity.

2. Definitions Unless the context requires otherwise:

Air BP Card means the card used by Air BP Customers to purchase aviation fuel on credit at general aviation airports on these terms and conditions.

Application means the Air BP credit application form which is to be filled in by the Customer and returned to BP.

Authorised User means persons authorised by the Customer to use the Customer's Cards and is deemed to be the agent of the Customer.

BP means BP Australia Pty Ltd ABN 53 004 085 616 of Level 29, The Tower, Melbourne Central, 360 Elizabeth Street, Melbourne.

BP Aviation Fuels means BP's aviation fuel products,

BP Global Choice means BP's program to offset greenhouse gas emissions.

BP Global Choice Premium means the amount payable by the Customer to participate in BP Global Choice.

BP Plus Card means the card used by BP Customers to purchase fuel on credit for fleet vehicles. The BP Plus Card is available to customers who purchase more than 300,000 litres of aviation fuel per annum.

BP Motor Fuels means motor fuels including BP Ultimate, e10, super, unleaded and premium unleaded petrol, automotive LPG and diesel purchased by the Customer under BP trade marks and third party purchased automotive LPG and other fuel products nominated by BP from time to time.

Card means the Air BP Card and/or the BP Plus Card and any other cards nominated by BP.

Credit Limit means the amount nominated as such by BP from time to time.

Customer means the Customer named in the Application. If more than one person is named, each shall be jointly and severally liable under these Terms and Conditions.

Electronic Invoicing Agreement means the agreement of that name attached to these Terms and Conditions.

Nominated Aircraft means the aircraft nominated by the Customer under clause 7.

Nominated Person means a person nominated by the Customer under clause 8.

Nominated Premises means premises nominated by BP from time to time as accepting the Air BP or BP Plus Card.

Nominated Vehicle means a vehicle nominated by the Customer under clause 9.

Other Products and Services means products and services other than BP Motor Fuels nominated by BP as available on the Customer's BP Plus Card at Nominated Premises.

Product means BP Aviation Fuels, BP Motor Fuels and Other Products and Services.

3. Interpretation Singular words include the plural and vice-versa. A reference to a person includes a company, partnership, joint-venture, government body, association or organisation whether registered or not. Including means 'including without limitation'.

4. **Cards** If BP accepts the Customer's Application, BP will make reasonable quantities of Cards available for the Customer and Authorised Users to obtain Product at Nominated Premises. Reasonable quantities of additional and replacement Cards may be available. Each Card will be marked with the Customer's name and identifying number.
5. **Customer's Purchases** Customers are deemed to purchase:
 - (a) BP Aviation and/or Motor Fuels from BP; and
 - (b) All other Product from the operator of the Nominated Premises

To the full extent permitted by law, BP shall in no way be held liable in respect of any Product which is not deemed to have been purchased from BP under this clause.

6. **Credit Limit** The Customer must ensure that its Credit Limit is not exceeded. Any Excess is immediately payable to BP. BP reserves the right to suspend all of the Customer's BP Cards, without notice, until such time as any excess is paid and the account is within its Credit Limit.
7. **Nominated Aircraft** For each Air BP Card issued, you must specify a Nominated Aircraft and grade of aviation fuel. The Air BP Card will be embossed with the registration number of the aircraft, and shall only be used to purchase aviation fuel for the nominated aircraft.
8. **Nominated Persons** The Customer may specify a Nominated Person (the name will be embossed on the BP Plus Card and the BP Plus Card may have a signature panel on the reverse which must be signed by the Nominated Person). The Nominated Person is an Authorised User and the Customer agrees to pay for Product and credit supplied. Such BP Plus Cards must only be used by the Nominated Person. At the Nominated Premises, the person presenting the BP Plus Card may be required to sign the BP Plus Card docket or sales voucher.
9. **Nominated Vehicles** The Customer may specify a Nominated Vehicle (registration Number and description will be embossed on the BP Plus Card). Such BP Plus Cards must only be used in respect of the Nominated Vehicle. The Nominated Vehicle being a vehicle owned by the Customer's business and/or used for the Customer's business and/or investment purposes. If requested at the Nominated Premises, the person presenting a vehicle-specific BP Plus Card must state the registration number and brief description of the vehicle and sign the BP Plus Card docket or sales voucher. Supply of BP Motor Fuel on BP Plus Card must be into the running tank of the Nominated Vehicle.
10. **Unauthorised Use** Except as expressly provided in these Terms and Conditions, the Customer is responsible for and BP is not liable for any unauthorised use whatsoever of any Card. If BP considers that a Card has been used other than as permitted or contemplated by these Terms and Conditions, BP may at any time retain that Card and forthwith cancel all privileges attaching to that Card and/or the account to which it relates.
11. **Supply of Product** On presentation of a valid Card, supplies of Product will be made available to the Customer and Authorised Users at Nominated Premises, subject to hours of business and availability of supplies. To the fullest extent permitted by law, BP shall not be liable in respect of any loss, damage or cost whatsoever, however arising, under or in connection with these Terms and Conditions and, in respect of any liability which can not be so excluded, such liability shall be fully discharged by BP either (in its sole discretion):
 - (c) supplying the Product;
 - (d) resupplying that Product; or
 - (e) supplying equivalent product or services.

This clause can only be varied by a subsequent written agreement signed by BP and the Customer. Without limiting the generality of this clause, if BP is prevented from or delayed in delivering any Product or service by an event beyond its reasonable control or by any computer program or computer processor failure, BP's obligations are suspended for the duration of that event.

12. **BP Contacts and Enquiries** The following contacts should be used for:
- (a) notification of lost or stolen BP Cards or unauthorised use;
 - (b) queries;
 - (c) requests for new or replacement BP Cards; and
 - (d) notification of any change in the Customer's contact details, bank account details, ownership, directors or legal identity.

BP Plus Online: www.bp.com.au/bpplus

BP Customer Service Centre (During Melbourne business hours)

Phone: 1300 1300 27

Fax: (03) 9669 5133

Post: GPO Box 5222, Melbourne VIC 3001

13. **Price**

(a) **Air BP Card** Unless otherwise notified by BP, you will be charged the relevant Posted Airfield Price as set by BP from time to time. The relevant Posted Airfield Price may be obtained by contacting BP. The aggregate amount of purchases made on the Card issued to you must not exceed any credit limit notified by BP.

(b) **BP Plus Card** Unless otherwise agreed with BP and notwithstanding details that may appear on any receipt, BP Plus Card docket or sales voucher, BP will debit the Customer's BP Plus Card account with:

- (a) value of BP Motor Fuels obtained on the Customer's BP Plus Card, at the price in the Customer's current agreement with BP;
- (b) the value of Other Products and Services obtained on the Customer's BP Plus Card, at the retail price charged at the Nominated Premises at the time of the purchase;
- (c) in the case of BP Global Choice Customers, the BP Global Choice Premium (if applicable);
- (d) fees including transaction fee or monthly card fee as specified in the Customer's current agreement with BP; and
- (e) government taxes/charges.

14. **Receipt** The Air BP Card may be used at any of the Nominated Premises. At manned premises, you may be required to sign a delivery receipt acknowledging receipt of the quantity of products supplied. At premises with electronic terminals, it is your responsibility to ensure that the details on the receipt are correct, especially that regarding the quantity supplied.

BP will have no liability if, for any reasons beyond its control, you are unable to obtain supply from any Nominated Premises.

15. **Charges and Payment** Any purchase with the Card will be charged to your account. BP will periodically make available an itemised invoice and/or statement and/or a fleet control report of the Customer's BP Card transactions and any applicable fees or charges as appropriate for the relevant period. BP may make the fleet control report and/or statement available to the Customer by any means it deems appropriate including by electronic means in which case, the Electronic Invoicing Agreement will apply. Subject to clause 6, the Customer must pay to BP the purchase Price for Products supplied to the Customer in the preceding month by the invoice due date unless otherwise agreed by the parties in writing. The Customer must pay the stated amount due by the due date. Unless otherwise agreed, payment must be by allowing BP to direct debit the Customer's nominated bank account.

The Customer must do all things necessary to allow direct debit and must not revoke the authority. Should BP be unable to activate direct debit, payment must be made immediately and BP may cancel or suspend the Cards. Amounts received by BP will be applied in the following order: interest, enforcement and legal expenses, government charges or duties, amounts due for Card

transactions. The Customer shall immediately notify BP in writing of any change to bank account details.

16. **Disputes** If the Customer disputes any amount appearing on a fleet control report / invoice / statement, the Customer must notify BP in writing no later than 30 days after the date of the report / invoice / statement, is made available to the Customer and must provide details of the disputed amount and the reasons for the dispute. Where a Customer has lodged such a dispute with BP, the Customer must provide to BP such evidence as BP requests in relation to the dispute, including a statutory declaration is so required by BP.
17. **Payment Default** If payment of any amount owing by the Customer to BP is not made by the due date, the Customer must pay on demand simple interest on the amount due at a rate equal to the rate prescribed as at the due date under the Penalty Interest Rates Act 1983 (Victoria) calculated daily by BP on the principal amount due, payable from the due date. The Customer shall also indemnify and/or reimburse BP on demand for any and all expenses incurred by the exercise, preservation or consideration of any rights, powers or remedies under these terms and conditions and including in each case, legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on BP's behalf in respect of any recovery or attempted recovery of any amount due by the Customer to BP.
18. **Third Party** The Customer acknowledges that BP may pay to or receive from any third party, fees or benefits relating to the Customer's use of BP Card or purchases of Product or otherwise.
19. **Cancellation** BP may cancel any or all of the Customer's Cards for any reason at any time and without notice. BP may close your account without notice if you do not observe any of these terms and conditions, or if you fail to pay your debt. The Customer must return cancelled or expired Cards to BP forthwith. On cancellation of all the Customer's Cards, the debit balance of the Customer's Card account becomes immediately due and payable to BP. Where the Customer is a member of an association, BP may cancel the Customer's BP Plus Cards should the Customer's membership with the association cease.
20. **Property and Loss** All BP Cards remain the property of BP. The Customer must immediately notify BP and confirm the notification in writing within 24 hours of any Card lost, stolen, no longer required or subject to possible unauthorised use, by BP Plus online, telephone or facsimile. BP will take responsibility for unauthorised use once a BP Card has been reported lost, stolen or cancelled. The Customer must forthwith return to BP all BP Cards no longer used, expired, cancelled or otherwise invalid.
21. **Financial Information** At BP's request from time to time, the Customer must provide to BP information in the form and for the period required by BP in relation to the Customer's financial position including a balance sheet, profit and loss statement and cash flow statement and, where the Customer is a corporation, information in relation to the Customer's officers from whom BP has or seeks guarantees.
22. **Risk and Property** The Risk and Property in the BP Aviation Fuels shall pass to the Customer in the case of a delivery in bulk when on discharge it passes the hose connection of the contained, storage tank, aircraft or fill-line (as the case may be) provided by the Customer. In the case of barrel, drum or other packaged deliveries the risk and property in such package and in any property in such package and in any fuel contained therein shall pass to the Customer at the time of off-loading when the package is removed from the delivery wagon provided by BP for delivery of such package.
23. **Delivery**
 - Bulk Delivery into Aircraft**
 - (a) Delivery shall be made in accordance with Air BP Fuelling and Quality Control regulations current at the time.

- (b) Subject to local airport regulations BP may deliver the Customer's request into aircraft tanks while passengers are on board or embarking or disembarking or otherwise the Customer shall be solely responsible for ensuring that the provisions of the local airport regulations relating to such delivery are strictly observed. The Customer shall indemnify, defend and save BP and its servants and agents harmless from and against all claims, demands, proceedings, damages and liabilities for death of or injury to any passengers or other persons on board or embarking or disembarking and against all associated direct costs (including reasonable legal fees), losses and expenses, caused by or arising out of such delivery, whatever the cause of such injury or death including negligence, gross negligence or wilful misconduct of BP.
- (c) The Customer warrants and undertakes that there will, at the time of delivery, be sufficient ullage in the aircraft tanks and facilities for the safe and proper reception of the quantity of BP Australia Fuels ordered and accepts responsibility for any loss, leakage or contamination of the Product which may occur in any such aircraft tanks or facilities or in any poplins or equipment of the Customer.
- (d) The Customer shall have sole responsibility for operating all appropriate aircraft fuelling switches, valves and pre-set quantise gauges. The Customer agrees to indemnify, defend and save BP and its servants and agents harmless from and against all claims, demands, proceedings, damages and liabilities for loss or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable legal fees), losses and expenses, arising out of or related to BP's action or inaction in such operation except to the extent caused by the gross negligence or wilful misconduct of BP.

Bulk Delivery into Static and Portable Tanks

- (e) The Customer warrants and undertakes:-
 - (i) that the receiving tank is suitable and safe for receiving delivery without risk to property or persons;
 - (ii) to take responsibility for any loss, leakage or contamination of the BP Aviation Fuels deliverable which may occur in any tank or in any pipeline or equipment of the Customer;
 - (iii) to ensure that at the time of delivery all connections to the tank are properly secured;
 - (iv) in the case of a delivery into a static tank to ensure that before delivery commences a competent representative of the Customer who is in charge of the storage installation of the purpose of delivery:-
 - (aa) takes from each compartment of the vehicle making such delivery samples to satisfy himself upon a visual inspection that the product therein is in accordance with the grade of BP Aviation Fuels ordered, the grade of Product indicated on the relevant compartment and the documentation supplied by BP; and
 - (bb) signs a form or Permission to Discharge provided by BP where appropriate in the case of a highly inflammable Product,
 - (v) in case of delivery into a portable tank to be transported offshore ensure that a competent representative of the Customer provides certification that such tank is at the time of delivery in a clean and fit condition to receive and convey the product.
- (f) A competent representative of the Customer shall, during the whole time of delivery into a tank, keep a constant watch thereon.
- (g) BP reserves the right to refuse to deliver into any tank in the event of the Customer failing strictly to observe the sub-clauses (e) (iv) or (v) as appropriate or if there is not, at the time of delivery, properly fixed and prominently displayed at the permanent hose connection of each tank the correct grade label or additional in the case of a portable tank to be transported offshore it does not, or appears not to, conform to any relevant specifications of BP from time to time of the specifications laid down by any competent authority as to its construction. In the event of such refusal to make a delivery so that BP has to return to its premises with the load, BP shall be entitled to charge such amount as BP considers reasonable and equitable in all circumstances.

General

(h) The Customer shall indemnify, defend and save BP and its servants and agents harmless from and against all claims, demands, proceedings, damages and liabilities for death of or injury to any person including the parties hereto, their servants or agents, loss of or damages to property and any other loss, damage claims, costs and expenses in any way arising, directly or indirectly as a result of the Customer's non-observance of these delivery conditions or otherwise out of or in connection with the delivery of any product save only as a direct result of the negligence of BP or BP's servants or agents. The liability of BP for any loss, damage, claim or other expenditure arising out of or in connection with the failure by BP to perform its obligations under this Agreement shall be limited to:-

- (i) the reimbursement of the cost of or, at the option of the Customer, the replacement free of charge of any BP Aviation Fuels supplied which is not in accordance with this contract; and
- (ii) the reasonable repair costs of any property and equipment damaged as a result of any delivery; and
- (iii) those arising from the death or personal injuries to any person caused by BP's failure to perform this contract in a safe and careful manner in accordance with proper operating standards, subject to the specific exclusions included in this contract.

Liability for any other loss damage claim or other expenditure howsoever arising whether as a result of any breach of this contract or negligence, gross negligence or wilful misconduct or breach of statutory duty on the part of BP or its affiliates, agents or sub-contractors and their respective directors, officers and employees is hereby executed.

24. Health, Safety and The Environment

- (a) The Customer shall comply with all relevant health, safety and environmental laws, regulations or recommendations operating in any jurisdiction whatsoever in or to which the Customer supplies, delivers, carries, sells or uses BP Aviation Fuels under this contract and with any instructions in relation to HSE given by BP or BP's servants or agents in relation to the delivery, storage or use of the BP Aviation Fuels.
- (b) None of BP or BP's servants or agents shall be responsible for any loss, damage or injury resulting from any hazards inherent in the nature of the BP Aviation Fuels delivered under this contract.

25. Barrel/Drum Delivery Where BP Aviation Fuels are deliverable in barrels, drums or other packages and delivery is to be made in such packages, it will be made, at BP's election, to any point served by transportation appropriate for such delivery.

26. Measurements of Deliveries in Bulk The quantities of BP Aviation Fuels delivered shall be determined by reference of BP's measurements taken at the place of delivery and for the purpose of accounts shall be accepted by the Customer and the Customer may be represented at the taking of measurements in order to verify them if he so desires.

27. Claims In the event of missing consignments, short delivery or damage BP can only investigate the circumstances if:-

- (a) In the case of damage, the Customer notifies the carrier and BP of the damage immediately upon receipt of the damaged Product, such notices to be in writing and to quote the invoice number.
- (b) In the case of non receipt or short delivery, the Customer notifies BP in writing on non-receipt or short delivery. Such notice, quoting the invoice number, should be sent within 21 days of date of dispatch.

28. Miscellaneous

- (a) BP may add to or vary these Terms and Conditions (including pricing and payment provisions) from time to time on 7 days' written notice to the Customer.
- (b) A certificate stating the approximate date upon which the Customer was notified of any variation or amendment to these Terms and Conditions or stating the amount owing to BP by the Customer at the date mentioned in a certificate signed by BP or an authorised officer of BP shall be, in the absence of manifest error, conclusive evidence against the Customer of the matter so stated in the certificate.
- (c) No waiver by BP of the Customer's or Authorised User's breach of or failure to comply with these terms and conditions is to be construed as a general waiver.
- (d) Time is of the essence for the performance of the Customer's obligations.
- (e) BP may assign any part of this Agreement to a third party. Rights and benefits of the Customer and Authorised Users relating to BP Card are personal and may not be assigned or transferred in any way. Any purported assignment or transfer is null and void.
- (f) BP may charge the Customer any government taxes or other charge applied to the Customer's BP Card or its use or the Customer's Card account including any stamp duties and financial institution duties, and any fees for the use of the Card. For the avoidance of any doubt, this includes throughput and related fees charged by third parties.
- (g) The Customer must give BP written notice of any change in the Customer's contact details, ownership, directors or legal identity within 7 days of the change.
- (h) These Terms and Conditions are governed by and interpreted in accordance with the laws of the State of Victoria, Australia. The Customer irrevocably submits to the jurisdiction of the Courts of Victoria and waives any objection to such venue and any claim that an action has been brought in an inconvenient forum.
- (i) Notification of any matter is deemed not to have been effective until confirmed or acted upon by BP.

29. **GST** If GST is imposed on any supply made under or in accordance with these Terms and Conditions, the Customer must pay to BP an amount equal to the GST payable on or for the taxable supply, subject to the Customer receiving (if required by law) a valid tax invoice in respect of the supply. Payment of this amount must be made at the same time as payment for the taxable supply is required to be made in accordance with these terms and conditions.

30. **Communications** BP can rely and act on any facsimile, e-mail or other online communication it receives from the Customer. If the communication was sent without the authority or consent of the Customer:

- (a) The Customer is bound by the contents of the communication so far as it effects BP; and
- (b) BP will not be liable for any loss, damages, cost or expense incurred by the Customer.

31. Notice

31.1 If you wish to notify BP in writing about anything relating to this Agreement, you should write or send a facsimile to:

ADDRESS: Credit Service Team
Air BP Customer Service Centre
GPO Box 5222
Melbourne VIC 3001

FACSIMILE: 1800 024 747

31.2 Any notice will be deemed to have been received:

- (a) if sent by mail, five days after it is posted;
- (b) if personally delivered, when delivered;
- (c) if sent by facsimile transmission, when dispatched provided the machine of the sending party has produced a printed record of transmission.

32. Entire Agreement This contract and the attached Global Choice Terms and Conditions and the Electronic Invoicing Agreement contain the entire agreement between BP and the Customer in relation to the delivery of BP Aviation Fuels referred to in this contract. BP makes no representations or warranties in respect of the quality, fitness or suitability of the BP Aviation Fuels for any purpose or otherwise other than as expressly set out herein. No representations, warranties or guarantees are to be implied in this contract. Nothing in this clause shall exclude any liability for fraudulent misrepresentation.

BP Global Choice Terms and Conditions & Application

BP Global Choice is a non-profit environmental programme that invests your funds into Australian projects to offset greenhouse gas emissions (CO₂-e) generated by the BP fuel consumed by your vehicle(s) and/or equipment.

Your fuel emissions can be 100% greenhouse neutral!

This is a world-leading programme that offsets greenhouse gas emissions at their source and is the first of its kind to be certified Greenhouse Friendly™ by the Australian Greenhouse Office.

How Does It Work?

To participate in BP Global Choice, simply nominate the amount of emissions you wish to offset (as outlined on the attached application form) and pay the BP Global Choice Premium (a few cents) on each litre of BP fuel product purchased.

Our Obligations

- BP will offset your nominated amount of CO₂-e by purchasing ERUs (emission reduction units) from third party abatement projects located around Australia and remitting them to the Australian Greenhouse Office.
- ERUs are independently calculated and verified in accordance with the Greenhouse Friendly™ Guidelines issued by the Australian Greenhouse Office.
- On joining, we will give you a Certificate of Participation and a marketing support pack to assist you in promoting your involvement in BP Global Choice.
- We will issue a monthly BP statement setting out details of your fuel usage and the total BP Global Choice Premium payable by you for that period.
- We reserve the right to vary the BP Global Choice Premium but will first provide you with one month's written notice before any such variation.
- We will give you an annual certificate setting out the BP fuel product and nominated amount you have chosen to offset, its lifecycle emissions and volume of CO₂-e generated from the manufacture and consumption of the BP fuel product.
- We will use our reasonable commercial endeavours to offset the CO₂-e generated by your use of the BP fuel product within 3 months of the purchase of the product. If for any reason beyond our control an abatement project is not able to generate ERUs, we will acquire ERUs from an alternative source that is also certified Greenhouse Friendly™.
- We will use our reasonable commercial endeavours to maintain Greenhouse Friendly™ certification

with the Australian Greenhouse Office, including procuring an annual independent audit of our BP Global Choice programme.

Your Obligations

- By completing the application form and submitting it to us, you agree to accept these BP Global Choice terms and conditions. You must nominate the amount of your total BP fuel usage you wish to offset by selecting from the pre-set options outlined in the application form. This selection will apply across all your fuel purchases. You may vary the nominated amount to another pre-set option by giving us one month's written notice.
- You agree to pay the BP Global Choice Premium (excl GST) on the agreed price of BP fuel products certified Greenhouse Friendly™ by the due date specified on a BP statement. See the table below for the current BP Global Choice Premium.
- If GST is imposed on any supply made under these BP Global Choice terms and conditions, you must pay to BP an amount equal to the GST payable on the taxable supply upon receipt of a tax invoice for that GST amount.
- You may publicise your participation in BP Global Choice, however you must not use any BP mark or logo or make any representation about BP without our prior written consent. You must not use the Greenhouse Friendly™ logo unless you are authorised to do so and you indemnify us against any action that might arise from your unauthorised use of that logo.
You agree to participate in BP Global Choice until:
 - you provide us with one month's written notice that you no longer wish to participate; or
 - we provide you with one month's written notice terminating your participation. We may do this for any reason, including if your fuel supply arrangements with BP terminate, your BP Card is cancelled, you fail to fulfil your obligations under these terms and conditions or if you undergo any form of insolvency.
- If your participation in BP Global Choice ceases, you must pay all outstanding amounts owing to us and must not represent that you participate in BP Global Choice.
- These BP Global Choice terms and conditions are not intended to derogate from any existing terms of fuel supply between you and BP. In the event of any inconsistency between these terms and conditions and the terms of existing fuel supply arrangements between you and BP, the terms of the fuel supply arrangements will prevail (except in relation to the payment of the BP Global Choice Premium).

BP Global Choice® Premium (excl GST) – current from 1 January 2008

BP Fuel Product	BP Global Choice Premium
BP Autogas	1.80 cents per litre
BP Ultimate	2.60 cents per litre
e10	2.31 cents per litre
Diesel	3.00 cents per litre
Premium unleaded petrol	2.60 cents per litre
Regular unleaded petrol	2.60 cents per litre

* A calculator is provided on the BP website to assist you in estimating the costs and the quantity of emissions that you will offset by participating in BP Global Choice www/bp.com.au/globalchoice

Air BP eNabler terms of use

We are able to offer you the facility to receive original or copy electronic invoices via an internet application known as Air BP eNabler.

Air BP eNabler is part of a larger application suite called Marketsite which is licensed to and operated by Optus Networks Pty Limited ("Optus") and Optus has granted us a licence to use Marketsite and in particular Air BP eNabler for the purpose of electronic invoicing and has been authorised to grant a sub-licence to you for the same purpose.

To the extent, we and you agree that invoicing under any supply agreements between us ("Supply Agreements") shall be done electronically, these Terms will supplement the supply agreements solely in relation to the method of invoicing in accordance with such Supply Agreements.

For the purposes of these Terms, "We" or "Us" means the BP company with which you have a Supply Agreement that is to be invoiced through Air BP eNabler.

By accepting these Terms, you agree to the following:

1. Use of the Air BP eNabler system

- 1.1 We and you shall agree in writing which purchase accounts shall be invoiced via electronic invoices (the "Accounts"). You agree that subject to relevant country legal and tax requirements and paragraph 2.8 of these Terms, we will have the right to issue original paper invoices in relation to the Accounts. Where relevant country legal and tax requirements do not permit the issuing of original electronic invoices, we will issue original paper invoices but will send you copy electronic invoices in relation to the Accounts. We will inform you of the date from which original electronic invoices will be issued.
- 1.2 We hereby grant to you a non-exclusive licence to use Air BP eNabler in relation to the Accounts solely for the purpose of viewing and downloading invoice data and receiving electronic invoices and managing invoices submitted by us (the "Permitted Purpose").
- 1.3 The electronic invoicing process shall operate as follows:
 - a) You have nominated a representative to be the sole point of contact with us in relation to the use of Air BP eNabler (the "Customer Administrator"). The Customer Administrator shall provide current, complete and accurate information about the Customer Administrator, the Customer and its directors and employees as required by us to maintain your Air BP eNabler account.
 - b) At your discretion, the Customer Administrator may create accounts for the Customer's Directors and employees as additional users. The Customer Administrator will create Air BP eNabler accounts for these additional users and afterwards Air BP eNabler will automatically generate and send to such users unique login details and passwords to access Air BP eNabler.
 - c) Invoices will be created in accordance with a specified format, using processes designed to secure the authenticity and integrity of the data. Original invoices shall be certified by an electronic signature. Once created invoices shall be stored in an electronic repository on a server in Australia and/or the UK and the Customer may download invoices via Air BP eNabler where required.
 - d) You acknowledge and understand that unless you download original invoices via Air BP

eNabler the data you access via Air BP eNabler is a presentation of the invoice data in electronic form.

- e) You further acknowledge and agree that we will use third party agents to create and store the invoice images in the electronic repository on a server in Australia and to host and operate Air BP eNabler.
- f) Electronic signatures certifying the integrity of the original invoice images shall be created and signed on our behalf by a third party.
- g) Invoices shall be deemed to be issued by us at the time the original invoice is created by us whether electronically or otherwise. This shall be the date of invoice for the purpose of the Supply Agreement and these Terms.
- h) Air BP eNabler has the facility to send an email notification to you that invoice data is available to view. You may set its account profile to receive such email notification at your discretion.
- i) If you no longer wish to receive electronic invoices for any purchase account and wish to instead receive invoices in paper format, you must give us at least 30 days' written notice. Having discussed your use of Air BP eNabler we and you shall agree a process for issuing invoices thereafter.

2. Conditions of use If you elect to receive electronic invoices via Air BP eNabler, you will comply with the following conditions of use:

- 2.1 You will only use the software licensed to you under these Terms to access Air BP eNabler and must only use Air BP eNabler for the Permitted Purpose.
- 2.2 You must have the ability to access the internet in order to use Air BP eNabler. You will be responsible for ensuring that you have access to the internet at all times to view invoice data and electronic invoices we send electronically. We will not be responsible for any internet usage costs.
- 2.3 You will remain fully responsible and liable to pay original invoices issued electronically by us, regardless of whether or not you access Air BP eNabler and view the relevant invoice, are disconnected from your internet account for any reason or fail to read any email notification.
- 2.4 You accept that any original invoices issued via Air BP eNabler are validly issued by electronic transmission and expressly waive any rights to bring an action declaring the invalidity of an invoice from us on the sole ground that the invoice was issued electronically.
- 2.5 You will be responsible for ensuring that any login and password detail provided by us or issued by the Account Administrator to access Air BP eNabler shall be kept safely and securely and you undertake to implement and maintain control and security procedures and measures necessary to ensure the protection of data against the risk of unauthorised access, alteration, loss or destruction.
- 2.6 You will ensure that invoices are readily accessible and can be reproduced in a readable form and, if required by any government tax authorities, can be printed.
- 2.7 If you choose to receive email notification in accordance with paragraph 1.3(h), you must provide us with a valid e-mail address to which such notifications shall be sent. It will be your sole responsibility to ensure the accuracy of the email address and the validity of the account.
- 2.8 Subject to relevant country legal and tax requirements, we may in our sole discretion issue paper invoices in respect of the Accounts in addition to or instead of electronic invoices at any time. In such circumstances, we will give you such notification as is reasonably practicable.
- 2.9 You must comply with our reasonable directions or those of any regulator or other body which administers public addressing identifiers (the "Regulator") related to the use of Air BP eNabler. In addition, you must comply with the requirements of any Regulator and acknowledge and agree that:
 - a) We do not control the allocation of public addressing identifiers;

- b) We are not liable to you if we or Optus are required to change any public addressing identifiers as a result of any direction given by a regulator or other body which administers public addressing identifiers; and
- c) on ceasing to use eNabler, your right to use any related public addressing identifier may cease.

2.10 In using Air BP eNabler you agree not to:

- a) use or manipulate Air BP eNabler in any way to interrupt, interfere with or damage Air BP eNabler or to make it less efficient;
- b) to the extent permitted by law, decompile, disassemble, reverse engineer or in any way modify the Software program code without the prior written consent of Optus;
- c) duplicate, copy, resell, sub-licence (other than as permitted by these Terms) or otherwise commercially exploit any part of the Air BP eNabler;
- d) use or attempt to use Air BP eNabler to transmit, publish or communicate any material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
- e) breach the provisions of any privacy legislation governing our or your activities or of our or your employees, directors, agents, contractors, sub-contractors or affiliates;
- f) breach any applicable laws or regulations in relation to your use of Air BP eNabler or infringe any other person's rights; or
- g) expose us to any liability.

2.11 You acknowledge and agree that:

- a) as Air BP eNabler is made accessible over a carriage service delivered by Optus (or another third party), Optus (or such other third party) may be required to intercept communications and may also monitor your usage of Air BP eNabler and communications sent over it solely for the purpose of complying with its obligations under the Telecommunications Act 1997 (Australia) and any other relevant legislation;
- b) Optus's licensor, SupplyNet Ltd of Level 2, National Equity House, 75 Queen St, Auckland, New Zealand owns all intellectual property rights, including the copyright and related rights in the Marketsite software, and any modifications made to, or improvements in, the software, and subject to paragraph 7 Optus owns all other intellectual property rights associated with or used in relation to Marketsite and the services it provides to us.
- c) In the event that any third party claims that use of Air BP eNabler infringes the intellectual property rights of any third party, Optus shall be entitled to defend any legal or other proceedings commenced by that third party and you shall provide all necessary assistance and information reasonably requested by Optus.
- d) You will use Air BP eNabler only in accordance with these Terms.

- 3. **Authority to receive electronic invoices** You will be responsible for ensuring that you can receive electronic invoices in your country of residence and that the electronic invoice and the use of Air BP eNabler will comply with all tax and legal requirements in that country.
- 4. **Confidentiality** We and you shall ensure that invoice data is maintained in confidence and is not disclosed or transmitted to any unauthorised persons, except as required by law or by any government tax authorities.
- 5. **Liability and warranty**

5.1 We accept no responsibility or liability in the event that your login and password details are used by any third party to access your account without your permission. In addition, whilst we will take reasonable steps to ensure any login and password details are securely sent to you, we will accept no responsibility or liability in the event that such information is accessed or

read by any third party, including where such information is accessed due to negligence, fault or wilful default.

5.2 We makes no representation or warranty:

- a) as to the licence granted by Optus;
- b) as to the accuracy of any technical advice provided by Optus in relation to Air BP eNabler;
- c) as to the fitness for purpose or merchantability of Air BP eNabler;
- d) that any advice provided by we to assist in your use of Air BP eNabler, is accurate or correct or will not have a detrimental effect on your network or any other application installed on it. Further, to the maximum extent permitted by law, we exclude all conditions and warranties implied by law.

5.3 Whilst we will endeavour to make Air BP eNabler available at all times, we cannot guarantee uninterrupted and/or reliable access to Air BP eNabler and make no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise. To the extent permitted by law, we accept no liability for any loss incurred or suffered by you arising out of or in connection with your use of, or inability to use Air BP eNabler.

5.4 We accept no liability for any indirect or consequential loss, including loss arising from loss of revenue, loss of profits, loss of business or goodwill, loss of, damage to, corruption of or compromise of data, or any other economic loss arising out of or relating to these Terms, misrepresentation, warranty or any other statutory, legal or equitable grounds even if a party has been advised of the possibility of such losses or damages by the other party.

5.5 We will implement and maintain control and security procedures and measures with a view to keeping information contained in Air BP eNabler secure, but our sole responsibility following any security breach will be to endeavour, taking reasonable steps, either by ourselves or through third parties, to prevent any continuance or reoccurrence once the problem has been identified by or notified to us.

6. Record retention

6.1 We and you shall each store the invoices for a period of six (6) years or such longer period as may be required by local tax requirements in the following manner:

- a) the invoice data shall be readily accessible and readable at any time;
- b) invoices shall be stored in their original and encrypted electronic format;
- c) the electronic signature for each invoice must be stored as evidence of the authenticity and integrity of the invoice; and
- d) the encryption codes for each invoice must be stored such that both us and you can access such codes for the purpose of comparing the original encrypted invoice with the readable invoice data at any time.

7. **Trademarks** will be displayed on Air BP eNabler from time to time. These may belong to us or third parties. You must not use the trademarks on Air BP eNabler without the express written permission of the relevant owner.

8. **Data protection** We and you shall each comply with any and all relevant data protection legislation in relation to the processing of any personal data pursuant to this Agreement.

9. **Termination** We may terminate your access to Air BP eNabler either on 60 day's written notice without cause or with immediate effect in the event that either (i) breach of this Agreement is not remedied within 10 business days of notification of such breach or (ii) if our licence to use Marketsite is terminated. If we terminate access to Air BP eNabler, we shall discuss alternative methods of invoicing with you and we and you shall agree a process for issuing invoices thereafter.

10. **Consent to electronic invoicing** You specifically agree that by agreeing to these Terms, you accept our use of electronic invoicing.
11. **Governing law and jurisdiction** These Terms shall be governed by Australian law and both you and we submit to the non-exclusive jurisdiction of the Australian courts

Please retain these terms and conditions for your records.

Direct Debit Client Service Agreement

1. Definitions

Account means the account held at your Financial Institution from which BP is authorised to arrange for funds to be debited.

Agreement means this Direct Debit Client Service Agreement between you and BP.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by you to BP is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between BP and you (and includes any Form PD-C approved for use in the transitional period, being 31 March 2000 and 29 March 2001).

BP means BP Australia Pty Ltd.

You means the customer who signed the Direct Debit request.

Your Financial Institution is the financial institution where you hold the account that you have authorised BP to arrange to debit.

2. Debiting your account

- 2.1 By signing a Direct Debit Request you have authorised BP to arrange for funds to be debited from your Account.
- 2.2 BP will arrange for funds to be debited from your Account for amounts owing by you to BP.
- 2.3 If the Debit Day falls on a day that is not a Business Day, BP may direct your Financial Institution to debit your Account on the following Business Day.

3. Changes by BP

- 3.1 BP may:
- (a) vary any details of this Agreement or a Direct Debit Request at any time; or
 - (b) terminate a Direct Debit request and arrange with you an alternate payment method, by giving you at least fourteen (14) days' written notice.

4. Changes by you

- 4.1 Subject to clause 4.2 you may change the arrangements under a Direct Debit Request by contacting BP on 1300 1300 27 or your Financial Institution.
- 4.2 If you wish to:
- (a) stop or defer a Debit Payment;
 - (b) cancel you authority for BP to debit your Account; or

- (c) request a change to the amount and/or frequency of funds being debited from your Account, you must notify BP in writing at least fourteen (14) days before the next Debit Day. BP will respond prior to the next Debit Day.

5. Your obligations

- 5.1 It is your responsibility to:
 - (a) ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made on the Debit Day in accordance with the Direct Debit Request;
 - (b) ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution;
 - (c) advise BP if your Account is transferred or closed; and
 - (d) arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or your Financial Institution.
- 5.2 If there are insufficient funds in your Account to meet a Debit Payment or the Direct Debit Request fails to meet the requirements of your Financial Institution:
 - (a) you may be charged a fee and/or interest by your Financial Institution.
 - (b) you may also incur fees or charges imposed or incurred by BP; and
 - (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Account by an agreed time so that BP can process the Debit Payment.
- 5.3 You should check your Account statement to verify that the amounts debited from your Account are correct.
- 5.4 If BP is liable to pay goods and services tax ("GST") on a supply made by the Australia and New Zealand Banking Group Limited ACN 005 357 522 ("ANZ") in connection with this Agreement, then you agree to pay BP on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5.5 You agree to indemnify BP and to keep BP indemnified against all claims, demands, actions, suits and proceedings whatsoever against BP or any of its employees, contractors or agents arising out of or in connection with your instruction in the Direct Debit Request.

6. Confidentiality

- 6.1 BP will keep any information (including your Account details) in your Direct Debit Request confidential.
- 6.2 BP will only disclose information that we have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this Agreement (including disclosing information in connection with any query or dispute referred to in clause 7).

7. Dispute

- 7.1 If you believe that there has been an error in debiting your Account, you should notify BP directly on 1300 1300 27 and confirm that notice in writing with BP as soon as possible so that BP can resolve your query quickly.
- 7.2 If BP concludes as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for your Financial Institution to adjust your Account (including interest and charges) accordingly. BP will also notify you in writing of the amount by which your Account has been adjusted.
- 7.3 If BP concludes as a result of our investigations that your Account had not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

8. Notice

8.1 If you wish to notify BP in writing about anything relating to this Agreement, you should write or send a facsimile to:

Address: Air BP Customer Service Centre
GPO Box 5222
MELBOURNE VIC 3001

Facsimile: 1800 024 747

8.2 Any notice will be deemed to have been received:

- (a) if sent by mail, five days after it is posted;
- (b) if personally delivered, when delivered;
- (c) if sent by facsimile transmission, when dispatched provided the machine of the sending party has printed a printed record of transmission.

9. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

Please retain these Terms and Conditions for your records.

CHECK LIST

To apply for your Air BP booklet please ensure that you complete the following CHECK LIST

- Air BP Credit Application
- Acceptance of Terms and Conditions
- Privacy Act
- Card Order Form
- Direct Debit Request Form
- Deed of Guarantee & Indemnity (for companies only)

once complete tear off here 
moisten edges as indicated & Post (no stamp required if in Australia)

No stamp required
if posted in Australia



Credit Services
Air BP Customer Service Centre
Reply Paid 5222
MELBOURNE VIC 8060



BP Australia Pty Ltd
A.B.N. 53 004 085 616
A.C.N. 004 085 616