

BP Plus Application

+ NSW/ACT Non Government Eligible
Customers



A plus for your business.



BP Plus Application

This Application is provided to you under Deed of Agreement entered into by BP Australia Pty Ltd and the NSW State Contracts Control Board for supply of card fuel and associated services (**Agreement 370**). Agreement 370 can be obtained from your government representative. The use of your BP Plus Fuel Card is governed by Agreement 370 and the BP Plus Fuel Card Terms and Conditions (which are also attached to this Application). In making this Application you agree to have read, understood and be bound by all the BP Plus Fuel Card Terms and Conditions and the terms and conditions in Agreement 370 that applies to You and pursuant to Agreement 370 will form a customer contract between You and BP.

Please note that any crossing out or amendment of the terms enclosed (including the use of white out) will result in the application being rejected.

Account Details

Type of Entity: (Please tick one) Company Incorporated Entity Unincorporated entity Other

NSW Procurement Eligible Customer Number: _____

Legal Entity Name (The Customer): _____

ACN/ABN: _____

As Trustee for (if applicable): _____

Trading Name (must be registered to ABN provided): _____

Contact Person: _____

BP Plus Online Contact Person: _____

BP Plus Online Contact Person Email Address: _____

Parent Company Name (if applicable): _____

Street Address (must not be a PO Box): _____

Postcode: _____

Postal Address (if different from above): _____

Business Telephone Number: () _____

Mobile Number: _____

Facsimile Number: _____

Email Address: _____

Description of Main Business: _____

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

Date Business Commenced: / / _____

Payment Terms: (Please tick one) 21 days from month end 7 days from month end
 Weekly invoice with 7 days payment

Accounts payable Contact

Name _____

Telephone Number: () _____

Email Address: _____

Official Use Only _____

Credit Record ID Number _____

BP Direct Debit Request Form

For those agencies that do not wish to utilise the Direct Debit function, payments of full statement amount must be made by the due date into the following account:

ANZ

BSB: 014 252

Account Number: 775 330 806

Request For Debiting Amounts To Accounts By The Direct Debit System

Date / /

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

Insert your name in full

I/We

(Surname, Company name or Business name)

(Given names, ABN number)

request you, until further notice in writing, 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

Customer Signature(s) (If joint account all signatures may be required):

Customer's Address:

Name Of Bank Account

Insert name of account which is to be debited*:

BSB Number

Account Number

-

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

* Bank account only - payment can not be made by credit card.

Official Use Only _____

Reference No _____

Acceptance of Terms and Conditions & Privacy Act Declaration

Please note that this section must be completed and signed prior to the application being considered for approval.

Terms & Conditions

I/We agree that on the making of this Application, I/We agree to be bound by the BP Plus Fuel Card Terms and Conditions attached hereto and the terms and conditions appearing in Agreement 370. For additional copies of the BP Plus Fuel Card Terms and Conditions, contact BP's dedicated Government Support on **1800 337 505** or email **bpgovernment@bp.com**. For copies of Agreement 370 please contact your Government representative. I/We have read and understood the BP Plus Fuel Card Terms and Conditions and terms and conditions of Agreement 370, and agree that subject to BP's acceptance of this application, those conditions will apply and constitute a contract between You and BP. 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.

You also confirm that any telephone contact numbers you have given us are business related telephone numbers and that you consent to BP using these telephone numbers to contact you.

1. Name:

Job Title:

Business Address:

Signature:

Date: / /

BP is committed to protecting your privacy.

1. Information about our Organisation & Web site.

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 this 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.

Acceptance of Terms and Conditions & Privacy Act Declaration...continued

4. Data collection and use.

When you request information through this site 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 email 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 **1800 337 505**, or use the 'contact us' button on this 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: / /

If you require additional signature space please photocopy and attach.

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

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 Customers obligations to BP, including obligations arising under the Terms and Conditions, in particular but without limitation, clauses 12, 13, 14 and 19 of the Terms & 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 Applicant does not meet its Guaranteed Obligations.

3. This document is a continuing guarantee for the whole of the Guaranteed Obligations, and the Guarantors' 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 stopped from receiving the performance and observance of the Guaranteed Obligations from the Applicant;

(c) the granting of any forbearance, time or other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of any Guarantor or the Applicant;

(d) the failure by any director of the Applicant 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 Applicant;

(g) any act or omission of BP which prejudices a Guarantor.

4. The Guarantors' 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 Applicant or demand payment from the Applicant before it is entitled to enforce the Guaranteed Obligations.

5. This Guarantee and Indemnity shall not apply in respect of any obligations of the Applicant under any regulated credit contract within the meaning of the Uniform Consumer Credit 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 Applicant 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 Applicant 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 Applicant 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 Applicant, 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 Applicant 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. **Important Notice: this will affect your personal rights.** Please note that a Director cannot witness another directors signature.

Signed Sealed Delivered

Signature of Guarantor:

Date: / /

Print Name of Guarantor:

Print Address of Guarantor:

Signature of Witness:

Date: / /

Print Name of Witness:

Print Address of Witness:

Signed Sealed Delivered

Signature of Guarantor:

Date: / /

Print Name of Guarantor:

Print Address of Guarantor:

Signature of Witness:

Date: / /

Print Name of Witness:

Print Address of Witness:

BP Plus Card Order Form

Company name to appear on the card (max. 25 characters)

Card Delivery Point (if different from account address):

Contact Name: Company Name:

Address: Postcode:

Card Details	Cost Centre	References/ Domestic No	Purchase Options											Security Options			
Driver Name or Vehicle colour, model, body type and vehicle registration (max. 20 characters)	Optional (max. 10 characters) Appears on Fleet Control Report	Optional (max. 8 characters) Appears on Card and Fleet Control Report	All Products & Services	All Fuels & Oil Only	Unleaded	Ultimate	Premium Unleaded	Diesel	LPG	Service & Repairs	Tyres, Batteries & Parts	Carwash	Shop	Diner	Odometer	Pin	Signature
e.g. Red Falcon Sedan 845 ATG	OLD Sales	95715AB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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5			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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7			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are required to order more than 10 cards, you can download a simple bulk card order spreadsheet from www.bpnewsgovt.com.au

BP Plus Terms and Conditions

1. Terms and Conditions Binding.

By applying for or first using the BP Plus 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 Plus 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:

Agreement means these terms and conditions and any new or varied terms and conditions notified to the Customer by BP from time to time and includes the relevant terms and conditions contained in the Agreement between the State Contracts Control Board and BP dated (Head Agreement)

Application means the 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 BP Plus Cards and is deemed to be the agent of the Customer.

BP means BP Australia Pty Ltd ABN 53 004 085 616 of 717 Bourke Street, Docklands, Vic, 3008.

BP Plus Card means a fuel card solution provided by BP and any other cards nominated by BP.

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 Motor Fuels means motor fuels including BP Ultimate, BP Unleaded with up to 10% renewable ethanol, Opal, 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.

BP Plus Online means the BP internet facility of that name.

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 this Agreement.

Force Majeure means any event beyond the reasonable control of BP and includes, without limitation, riot, civil commotion, war, acts of terrorism, accident, shortened hours of labour, strikes, lockouts, compliance with a government request, storm, fire, Product shortage, or any discontinuance, whether total or partial, permanent or temporary, of any of BP's or BP's suppliers' sources of supply of crude petroleum or Product or the means of delivery of any Product or by any computer program or computer processor failure.

Nominated Person means a person nominated by the Customer under clause 7.

Nominated Premises means premises nominated by BP from time to time as accepting BP Plus Card and which may vary for any reason without notice to the Customer.

Nominated Vehicle means a vehicle nominated by the Customer under clause 6.

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.

PIN means personal identification number.

Product means BP Motor Fuels and Other Products and Services.

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'.

3. BP Plus Card.

If BP accepts the Customer's Application, BP will make reasonable quantities of BP Plus Cards available for the Customer and Authorised Users to obtain Product at Nominated Premises. Reasonable quantities of additional and replacement BP Plus Cards may be available. Each BP Plus Card will be marked with the Customer's name and identifying number. The Customer must specify either a Nominated Vehicle (see **clause 6** below) or a Nominated Person (see **clause 7** below) on the BP Plus Card. The BP Plus Cards must also have a PIN

which must be entered at time of purchase and/or a signature panel which must be signed immediately by each Authorised User.

4. Customer's Purchases.

The Customer is deemed to purchase:

- (i) BP Motor Fuels from BP; and
- (ii) all Other Products and Services 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.

5. Credit Limit.

The Customer must ensure that its Credit Limit is not exceeded. Any excess is immediately payable to BP as a debt due and owing on demand. BP reserves the right to suspend all of the Customer's BP Plus Cards, without notice, until such time as any excess is paid and the account is within its Credit Limit.

6. Nominated Vehicles.

If the Customer specifies a Nominated Vehicle the registration number and description will be embossed on the BP Plus Card. The Customer and Authorised Users must only use that BP Plus Card 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 Authorised User presenting a vehicle-specific BP Plus Card must enter the appropriate PIN, state the registration number, provide a description of the Nominated 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. BP is not responsible for nor liable for verifying the Nominated Vehicle's registration number and description embossed on the BP Plus Card with the vehicle at the time of purchase.

7 Nominated Persons.

If the Customer specifies a Nominated Person, the Nominated Person's name will be embossed on the BP Plus Card. The Nominated Person is an Authorised User and the Customer agrees to pay for Product and credit supplied. The BP Plus Card may have a signature panel on the reverse which must immediately be signed by the Nominated Person and/or a PIN which must be entered by the Nominated Person at the time of purchase. 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 and/or enter their PIN.

8. Customer Responsibility.

The Customer is responsible for all issued BP Plus Card's and Customer Purchases and must ensure all BP Plus Cards are valid at the time of use, are in good physical working condition and all details embossed on the BP Plus Cards are correct at the time of purchase. The Customer must monitor the use of all BP Plus Cards and ensure they are stored in a safe place. All PINs are to be kept confidential and only disclosed to Authorised Users. The Customer must immediately destroy or return to BP all BP Plus Cards no longer used, expired, cancelled or otherwise invalid BP Plus Cards. For the avoidance of doubt, the Customer is liable for all loss, damage or cost whatsoever, howsoever arising, in failing to comply with this clause.

9. Unauthorised Use.

Except as expressly provided in this Agreement, the Customer is responsible for and BP is not liable for any unauthorised use whatsoever of any BP Plus Card. If BP considers that a BP Plus Card has been used other than as permitted or contemplated by this Agreement, BP may at any time retain and/or suspend that BP Plus Card and forthwith cancel all privileges attached to that BP Plus Card and/or the account to which it relates.

10. Supply of Product.

On presentation of a valid BP Plus 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 this Agreement 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):

- (a) supplying the Product;
- (b) resupplying that Product; or
- (c) supplying equivalent product or services.

BP Plus Terms and Conditions...continued

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, or is otherwise prevented or delayed in performing its obligations under this Agreement by an event of Force Majeure, then BP's obligations are suspended for the duration of the event of Force Majeure. BP will promptly notify the Customer if an event of Force Majeure arises. In no circumstances shall BP be liable for any non-performance of or delay in performing its obligations under this Agreement if such delay or non-performance arises out of or is in connection with an event of Force Majeure.

11. Invalid BP Plus Card.

BP may refuse to supply any of the Products in situations where a BP Plus Card produced at the time of purchase is invalid or damaged or an incorrect PIN or different signature is provided or the vehicle does not match the registration number and description embossed on the BP Plus Card.

12. Safety, Health and Environment.

The Customer agrees to use its best endeavours to minimise all material health, safety and environmental risks and to avoid adverse health, safety or environmental incidents whilst on the Nominated Premises. The Customer must ensure compliance by their Authorised Users. If in BP's opinion a Customer and/or Authorised User fails to comply with such requirements and/or endangers or threatens any site operator, property or operation of the site, BP has the right to refuse supply and/or entry of the offending party on its Nominated Premises.

13. Property and Loss.

All BP Plus Cards remain the property of BP. The Customer must immediately notify BP of any BP Plus Card lost, stolen, no longer required or subject to possible unauthorised use, by BP Plus Online or telephone. BP will take responsibility for unauthorised use once a BP Plus Card has been reported lost, stolen or cancelled. The Customer must immediately destroy or return to BP all BP Plus Cards no longer used, expired, cancelled or otherwise invalid.

14. BP Contacts and Enquiries. The following contacts should be used for:

- notification of lost or stolen BP Plus Cards or unauthorised use;
- queries;
- requests for new or replacement BP Plus Cards; and
- **notification** of any change in the Customer's contact details, bank account details, ownership, directors or legal identity.

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

BP Customer Service Centre (During Melbourne business hours):

Phone: 1300 1300 27

Post: GPO Box 5222, Melbourne, VIC 3000

15 -18 not used

19. Default and Termination. BP may immediately terminate this Agreement by notice to the Customer if the Customer

- breaches or is unable to comply with its obligations under this Agreement; the Customer is placed under external
- administration under the Corporations Act 2001 (Cth), becomes bankrupt, or in BP's opinion, is unable to pay its debts; and
- event of Force Majeure continues for 30 days; or in BP's opinion, ownership or control of the Customer changes
- substantially. If this agreement is terminated, the Customer must pay all outstanding amounts to BP within seven (7) days

after receipt of BP's notice. The Customer shall at all times indemnify BP and its employees, agents and contractors against all losses, claims, costs, demands and expenses whatsoever and howsoever arising which BP may sustain or incur as a result of any default by the Customer under this Agreement.

20-21 not used

22. 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.

23. Miscellaneous.

- BP may add to or vary this Agreement (including pricing and payment provisions) from time to time on 7 days' written notice to the Customer.
- A certificate stating the approximate date upon which the Customer was notified of any variation or amendment to this Agreement 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.
- No waiver by BP of the Customer's or Authorised User's breach of or failure to comply with this Agreement is to be construed as a general waiver.
- Rights and benefits of the Customer and Authorised Users relating to BP Plus Card are personal and may not be assigned or transferred in any way. Any purported assignment or transfer is null and void.
- BP may charge the Customer any government tax or other charge applied to the Customer's BP Plus Card or its use or the Customer's BP Plus Card account.
- 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.
- This Agreement is governed by and interpreted in accordance with the laws of New South Wales. The Customer irrevocably submits to the jurisdiction of the Courts of New South Wales and waives any objection to such venue and any claim that an action has been brought in an inconvenient forum.
- Notification of any matter is deemed not to have been effective until confirmed or acted upon by BP.

24. GST.

If GST is imposed on any supply made under or in accordance with this Agreement, 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 this Agreement.

25. 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 affects BP; and
- (b) BP will not be liable for any loss, damages, cost or expense incurred by the Customer.

26. If there is any inconsistency between the terms and conditions of this Agreement and the Head Agreement, the terms and conditions of the Head Agreement shall prevail to the extent of the inconsistency.

Direct Debit Client Service Agreement

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).

BP means BP Australia Pty Ltd ABN 53 004 085 616

Your Financial Institution is the financial institution where you hold the Account.

1. Debiting your Account.

- (a) By signing a Direct Debit Request, you have authorised BP to arrange for funds to be debited from your Account.
- (b) BP will only arrange for funds to be debited from your Account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by you to BP and when it is due.
- (c) 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.

2. Changes by BP.

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.

3. Changes by you.

- (a) Subject to 3.2, you may change the arrangements under a Direct Debit Request by contacting BP on 1300 1300 27.
- (b) If you wish to:
 - (i) stop or defer a Debit Payment;
 - (ii) cancel your authority for BP to debit your account; or
 - (iii) 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 may agree or disagree and will respond prior to the next Debit Day.

4. Your obligations.

- (a) It is your responsibility to:
 - (i) 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;
 - (ii) ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by Your Financial Institution;
 - (iii) advise BP if your Account is transferred or closed; and
 - (iv) arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or Your Financial Institution.

4.2 If there are insufficient clear 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.

4.3 You should check your Account statement to verify that the amounts debited from Your Account are correct.

4.4 If any GST is imposed on a supply made under this agreement, then you agree to pay an amount equal to the GST payable on or for the supply.

4.5 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.

5. Confidentiality.

5.1 BP will keep any information (including your Account details) in your Direct Debit Request confidential.

5.2 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 6).

6. Dispute.

6.1 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 more quickly.

6.2 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.

6.3 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.

6.4 If we cannot resolve the matter you can still refer it to Your Financial Institution which may lodge a claim on your behalf.

7. Notice.

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

Address: Sales Management Team
BP Customer Service Centre
GPO Box 5222
MELBOURNE VIC 3001

Fax: (03) 9669 5133

7.2 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.

8. 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.

Application Checklist

Please ensure you have completed the following sections prior to mailing your application to BP:

- > Account Details
- > Direct Debit Request
- > Acceptance of Terms and Conditions
- > Acceptance of Privacy Act
- > Deed of Guarantee & Indemnity

Once all sections are complete, including all required signatures, please mail your application to the following reply paid address:

BP Plus Sales Team-NSW/ACT
BP Australia Ltd
Reply Paid 727
Guildford NSW 216

If you have any queries please do not hesitate to contact BP Government Support on **1800 337 505**.