

# Terms & Conditions

With effect from 1st January 2014

All Terms & Conditions  
are available on our website  
**[www.bpregional.com.au](http://www.bpregional.com.au)**

Part of the BP Group of Companies  
Authorised Distributor of Castrol



# Commercial Accounts Terms & Conditions

1. 'Agreement' refers to the Commercial Credit Application Agreement including Terms and Conditions of Trade and including the Guarantee and Indemnity contained therein;

'Business Day' means any day in which banks in the capital city of the State which governs the law of this Agreement are open;

'Customer' means the person(s), company or business entity, their successors and assigns who has applied to BP for the supply of goods and/or services and includes any Guarantors of the Customer;

'Goods' means goods for sale, and/or services offered, by BP to Customers;

'GST' means the Goods and Services Tax levied on any supply made under this Agreement under the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any similar tax resulting in an increase in the tax payable on the supply of goods by BP to the Customer;

'Guarantor(s)' means the person(s), company or business entity, their successors and assigns named in the Guarantee and Indemnity;

"PPS Law" means:

- (i) the PPSA;
- (ii) any regulation made pursuant to the PPSA; and
- (iii) any amendment from time to time made to any other legislation or regulation as a consequence of a PPS Law referred to in paragraph (i) or (ii);

"PPSA" means the Personal Property Securities Act 2009 (Cth);

"Registration Commencement Time" has the same meaning as given to that term in the PPSA.

'BP' means Centrel Pty Ltd ACN 091 614 667 ABN 50 091 614 667 (which is a wholly owned subsidiary of BP Australia Pty Ltd, a BP Group company), its successors and assigns.

"Security Interest" means:

- (i) any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power, or title retention arrangement;
- (ii) a security interest as defined in the PPSA; or
- (iii) any document to grant or create anything referred to in either paragraphs (i) or (ii) of this definition and any other thing which gives a creditor priority to any other creditor with respect to any asset or an interest in any asset.

## 2. Acknowledgments and Authority – Privacy Act 1988 (as amended). The Customer:

- applies to BP for a Credit Facility;
- acknowledges BP may accept or reject such application in its absolute discretion;

- declares that the information provided by it to BP is true and correct and has been provided to induce BP to grant the application;
- agrees that this Agreement (as varied, if any, from time to time) forms part of every transaction between BP and the Customer;
- agrees that BP may vary this Agreement by written notice sent by prepaid post to the last known address of the Customer;
- and each of the officers of the Customer and any Guarantor/s gives consent to BP to:

- (a) disclosing and obtaining personal information to and/or from another credit provider or credit reporting agency including information relating to the commercial creditworthiness and personal creditworthiness of them;
- (b) using any information obtained for the purposes of assessing this credit application, collecting payments due under this Agreement and notifying other credit providers of the commercial creditworthiness of them;

At any time you may gain access, upon request, to the information we hold about you;

BP may disclose information about you, where it has a duty to the public to disclose that information, and where it is required by law;

if the customer and any guarantors do not provide BP with all of the information required on the Account Application Form, then BP may not be able to process this application or assess the customer's and any guarantor's ongoing capacity to repay credit provided;

**3. Acceptance.** Acceptance. BP may accept the Account Application by notice in writing, or by giving credit.

**4. Provision of Credit.** The Customer may obtain goods or services on credit up to the amount of the credit limit. BP reserves the right to refuse the supply of goods on credit and may (in its absolute discretion) suspend or cancel the provision of credit at any time.

**5. Charges.** BP may impose charges in respect of surcharge on credit card transactions, fee for replacement of card, fee for payment dishonour, account keeping fee, hourly rate for administration expenses. Fees and charges are published on our website – [www.bpregional.com.au](http://www.bpregional.com.au)

**Overdue Interest.** If payment of any amount owing by the Customer to BP is not made by the due date, the Customer must pay on demand 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.

**Late Payment Charge.** . A monthly late payment charge, as published on our website, will apply on all overdue account balances, effective from the 22nd of each month. For example, if your January account has not been paid by 22nd February, you will be subject to the late payment charge.

Details of charges are displayed on BP's website and are hereby incorporated, from time to time, into this Agreement.

**6.** The Customer agrees to pay all Government charges or duties of any kind incurred in or in connection with the provision of credit by BP including without limitation all stamp duties, GST, financial institution duties, and any other charges or duties of a like kind.

**7.** The Customer will pay to BP all costs, charges and expenses incurred by BP, on an indemnity basis, in relation to any action taken by BP in respect of this Agreement. The Customer agrees that BP, after having demanded payment of a sum overdue, may apply any payment made by the Customer, first against BP's costs and disbursements in recovering the sum due, second against any interest accrued and finally against the balance of the sum due.

**8. Payment.** The Customer agrees to pay the amount shown on any invoice or statement for goods or services supplied by BP plus any additional fees and charges applicable thereto either by the 21st day of the month immediately following the month of delivery or supply, or by the time stated for payment in any delivery dockets, invoices or statements issued by BP, whichever is the earlier. A certificate signed by BP's Credit Manager stating the amount owed by the Customer shall be conclusive proof of the amount owed unless the Customer proves otherwise. If the Customer consists of one or more persons or entities then each person or entity is jointly and severally liable.

**9. Termination.** Either party may terminate this Agreement at any time by notice to the other in writing. Upon termination, all amounts owing will become due and payable immediately.

**10. Direct Debit Authority.** BP will require the completion of a direct debit authority as a condition of supply.

**11. Waiver.** No waiver or indulgence by BP will be a waiver of BP's rights with respect to any breach or recurring breach.

**12. Time of the Essence.** Time will be of the essence for the performance of the Customer's obligations hereunder.

**13. Proper Law.** This Agreement is governed by the laws of the State of Queensland, Victoria and Western Australia, and the Customer consents to the jurisdiction of the Courts of the State of Queensland, Victoria, and Western Australia in Australia. The choice of the applicable state jurisdiction is at the sole discretion of BP.

**14. Risk and Retention of Title.** Risk in the goods shall pass to the Customer on delivery of the goods to the Customer. Notwithstanding the risk in the goods shall have passed to the Customer, title and property in all goods shall remain with BP until full payment is made to BP for all moneys owing by the Customer on all accounts. If the Customer fails to make payment for the goods in accordance with this Agreement, BP shall have the right to recover from the Customer all goods and for that purpose the servants or agents of BP may enter upon the Customer's premises (or any premises under the control of the Customer or the Customer's agent if the goods are stored at other premises) in order to effect recovery and use any reasonable force to effect recovery without liability for trespass or any resulting damage. BP shall have the right to re-sell or otherwise dispose of the goods so recovered without reference to the Customer. The Customer acknowledges that

until the Customer's total indebtedness to BP is discharged, the Customer shall hold the goods as bailee for BP. In the event that the Customer sells the goods to a third party before payment in full for the goods has been made to BP then the Customer hereby:

(a) assigns to BP the benefit of any claim against such third party; and

(b) holds any proceeds from sales on trust for BP; and

(c) will account fully to BP for the proceeds of the sale of the goods sold or any part thereof until the Customer's total indebtedness to BP is discharged.

**15. Liability of BP.** If either BP or the Customer is unable to perform part or all of any obligation (except to pay any moneys) under this Agreement due to an event beyond that party's (defaulting party) control and which the defaulting party could not have reasonably foreseen, then the defaulting party is relieved of that obligation to the extent and for the period that it is unable to perform and is not liable to the other party to this Agreement in respect of such liability.

**16.** If the Customer does not notify BP in writing within 14 days of delivery of any claim in respect of the goods BP will be deemed to have complied with its obligations in full in respect of the Customer's order.

**17.** BP shall not be under any liability whether in contract, tort or otherwise from any cause, whether occasioned by negligence or otherwise, for any injury, damage or loss, including special, indirect or consequential damage or loss or whether to persons or property, arising out of this Agreement including any defects in the goods.

**18.** All express and implied terms, conditions and warranties on the part of BP which might otherwise apply to or arise out of the sale of the goods by BP to the Customer are excluded, except to the extent that any law (including Part V of the Trade Practices Act 1974) does not permit them to be excluded.

**19. Licences and Permits.** The Customer warrants that it holds all necessary licences and permits (if any) required to purchase goods from BP and it will supply any particulars relating to such licences and permits immediately upon request by BP.

**20. Warranty and Indemnity.** The Customer warrants it has all necessary power and authority to enter into this Agreement, that it will not breach any agreement with a third party by ordering any goods from BP and that any person ordering goods on behalf of the Customer from time to time is authorised to do so by the Customer. The Customer agrees to indemnify BP for all costs, losses, damages and expenses which BP may suffer or incur for any reason in consequence of or relating to the supply of goods to the Customer, including by reason of any person purporting to place orders with BP on behalf of the Customer without authority to do so.

**21. Set Off.** BP may at any time set off any amount the Customer owes to BP against any amount BP may then owe to the Customer. The Customer may not set off or deduct any amount from moneys owed to BP.

## **22. Change in Ownership or Registration Particulars.**

The Customer shall, no later than 7 days after any change of ownership, registered particulars, alteration, addition to the shareholding, directorship, Business or Corporate Structure, notify BP, in writing, of any such change, alteration or addition to the Customer's internal, Business or Corporate structure, and shall provide full details of the change, alteration or addition to BP and the Customer shall continue to be liable for any goods supplied by BP after such change, alteration or addition unless BP shall approved such changes in writing. The Customer may not assign this Agreement without the written consent of BP.

**23. Disposal of Business.** The Customer shall promptly notify BP in writing of:

- its intention to sell its business (including stock-in-trade) at least 14 days prior to the date of completion of the sale;
- any proposal for the appointment of a receiver or liquidator or official manager of the business; and
- any circumstances likely to lead to the appointment of a receiver, administrator, liquidator or official manager of the business.

In such circumstances, the Customer shall at the request of BP, separate all of the goods supplied by BP but not paid for or part paid for, from all other stock of the Customer and shall advise the purchaser, receiver, administrator, liquidator or official manager, as the case may be, that the stock so separated is not the Customer's property but the property of BP and shall do all things to give BP access and deliver to BP or cause to be delivered to BP all such goods.

**24. Default.** Default. If the Customer breaches any term of this Agreement and fails to remedy that breach, including failure to pay to BP any moneys due to BP by the due date for payment, or a receiver, manager, liquidator, provisional liquidator, administrator or official manager is appointed over all or any part of the assets or undertaking of the Customer, or if the Customer enters into or proposes to enter into a scheme of arrangement, or a petition is presented to windup the Customer or the Customer is insolvent, (default) BP may:

- demand immediate payment of all moneys due by the Customer to BP; and/or
- repossess any goods in which BP has title; and/or
- sell any goods which BP has repossessed by public auction or private treaty for cash or on terms and in such manner as BP thinks fit, and apply the net proceeds towards payment of moneys owing by the Customer to BP; and/or
- terminate this Agreement.

**25. Securities.** Securities. In order to better secure to BP all monies payable or to become payable pursuant to this Agreement the Customer upon request of BP will:

- (a) as beneficial owner charge in favour of BP by way of a fixed charge any right, title, estate or interest which the Customer (and if more than one jointly and severally) has or may hereafter acquire in any freehold or lease hold property and personal property (chattels), with the payment of all such

monies payable or to become payable by the Customer.

- (b) grant to BP a legal mortgage of any land now or hereafter held by the Customer.
- (c) grant a non-lapsing caveat over any freehold or leasehold property.
- (d) irrevocably appoint all and any of BP's company secretary and credit manager as the Customer's attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable BP to register either a nonlapsing caveat or mortgage over any such freehold or leasehold property.
- (e) agrees that "expenses" means expenses of preparation, execution, stamping, registration, lodgement and enforcement, discharge or withdrawal of any caveat or mortgage and all legal costs on an indemnity basis to which BP is put as a result of taking steps to protect recover and/or enforce in any way the charge(s) created.

**26. Notices.** Any notice given under this Agreement shall be given in writing and delivered, mailed or faxed or transmitted by electronic mail to the respective parties at their designated address. BP's designated address is set out on the website and on the rear of this booklet. The Customer's designated address is deemed to be the address stated in this Agreement or the Customer's registered office. Any party may change its designated address by prior notice in writing to the other.

**27. Service of Process.** The Customer agrees that service of legal process may be made by prepaid post to the Customer's address stated in this Agreement or the Customer's registered office or such other address as may be notified in writing by the Customer and that service shall be deemed to have been effected 2 days after the date of posting.

**28. Provide Information.** The Customer agrees that service of legal process may be made by prepaid post to the Customer's address stated in this Agreement or the Customer's registered office or such other address as may be notified in writing by the Customer and that service shall be deemed to have been effected 2 days after the date of posting.

**29. Electronic Communication.** By visiting BP's website or sending e-mails to BP, the Customer is communicating with BP electronically. The Customer:

- (a) consents to receive communications from BP electronically;
- (b) agrees that all agreements, notices, disclosures and other communications that are provided to the Customer electronically satisfy any legal requirement that such communications be in writing.

**30.** BP has made all reasonable efforts to ensure that all information provided on BP's website is accurate at the time of inclusion but makes no representation or warranties, express or implied, except as imposed by law, regarding the information provided on the website, including any hypertext links or any other items used either directly or indirectly from the website and reserves the right to make changes and corrections at anytime without notice. BP takes no responsibility for and does not endorse, sponsor or recommend the contents, accuracy or

performance of any links attached to the website. BP accepts no responsibility for any inaccuracies or omissions in the website and any decisions based on information contained in the website are solely the responsibility of the Customer. BP accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of access to, or the use of the website or any information contained therein.

**31. Severability.** In the event that any clause or part of a clause of this Agreement is void, invalid, illegal, unlawful or otherwise unenforceable, that clause or part of a clause is deemed to be severed from this contract and of no force or effect so that all other clauses and parts of clauses of this Agreement continue to remain in full force and effect.

### **32. PPSA Further Assurances**

- (a) If BP determines that a PPS Law applies, or will in the future apply, to the Agreement or any other agreement that incorporates these General Terms and Conditions (each a Supply Agreement) or the supply of any Goods, then the Customer must promptly upon request from BP:
- (i) do anything (including obtaining consents, making amendments to the Supply Agreement or executing a new Supply Agreement) for the purposes of:
    - (A) ensuring that any Security Interest created under, or provided for by, the Supply Agreement:
      - (1) attaches to the collateral that is intended to be covered by that Security Interest;
      - (2) is enforceable, perfected, maintained and otherwise effective; and
      - (3) any Security Interest created under, or provided for by, the Supply Agreement has the priority contemplated by that Supply Agreement; or
    - (B) enabling BP, on and from the Registration Commencement Time, to prepare and register a financing statement or financing change statement; or
    - (C) enabling BP to exercise any of its powers in connection with any Security Interest created under, or provided by, the Supply Agreement; and
  - (ii) provide any information requested by BP in connection with the Supply Agreement to enable it to exercise any of its powers or perform its obligations under the PPS Law.
- (b) Except if section 275(7) of the PPSA applies, each of BP and the Customer agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available.
- (c) Anything that is required by BP to be done under this clause 32 shall be done by the Customer at its own expense. The Customer agrees to reimburse the costs of BP in connection

with any action taken by BP under or in connection with this clause 32.

- (d) The terms ***attaches, collateral, financing change statement, financing statement and perfected*** as used in this clause 32 have the meaning given to them in the PPSA.

**33.** The Customer agrees that, on and from the Registration Commencement Time:

- (a) BP is under no obligation to dispose of or retain any secured property BP seize within a reasonable time under section 125 of the PPSA;
- (b) following a default, the Customer has no rights to redeem the secured property under section 142 of the PPSA; and
- (c) the Customer has no rights to reinstate this document following a default under section 143 of the PPSA.
- (d) if any part of the moneys owing to BP by the Customer is secured by a purchase money security interest granted by the Customer, BP will use any money received under this document in the following order:
  - (i) first, to pay obligations that are secured but which are not secured by a purchase money security interest; and
  - (ii) second, to pay obligations that are secured by a purchase money security interest.

**34.** On and from the Registration Commencement Time, the Customer waives its rights to receive:

- (a) a notice of BP's proposal to remove PPSA personal property which has become an accession under section 95 of the PPSA;
- (b) a notice of BP's proposal to exercise our rights in accordance with land law under section 118(1)(b) of the PPSA;
- (c) a notice of BP's proposal to dispose of any PPSA personal property under section 130 of the PPSA;
- (d) a notice of BP's proposal to retain PPSA personal property under section 135 of the PPSA;
- (e) details of the amounts paid to other secured parties in a statement of account provided by BP under section 132(3)(d) of the PPSA;
- (f) a statement of account under section 132(4) of the PPSA; and
- (g) a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any Security Interest under, or provided for by, the Supply Agreement.

### **35. Anti-Corruption Policy**

- (a) BP expressly prohibits payment of bribes and also payment of any so-called "facilitation" or "grease" payments in connection with BP's business operations by any party engaged to provide goods or services to BP. Therefore, the Customer represents and warrants that it has complied and shall comply with all anti-corruption laws applicable to either

party and that it will comply with the principles of BP's Code of Conduct in connection with this Contract.

- (b) The Customer represents and warrants that it has not made, offered, promised or authorized and will not make, offer, promise or authorize any improper or illegal payment, gift or other advantage, whether directly or through any other person or entity, to any third party, including any "government official" (i.e., any person holding a legislative, administrative, or judicial office, including any person employed by or acting on behalf of a public agency, a government-controlled enterprise, or a public international organization) or any political party or political party official or candidate for office, for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business or where it would otherwise be improper for such advantage to be accepted.
- (c) Except as otherwise disclosed in writing to BP, as at the date of execution of this Contract and during the term of this Contract, no "government official" is or will become associated with, or will own or presently owns any interest in the Customer. At the request of BP, the Customer shall allow BP to review or audit the Customers' books, records and files relating to this Contract and the Customer will provide information and answer any reasonable questions that BP may have relating to:
  - (i) the Customer's performance of this Agreement in order to assess compliance with (a), and
  - (ii) any ongoing background checks BP may wish to make while this Agreement is on foot in relation to the Customer
- (d) BP shall have the right to terminate this Agreement and/or suspend payment hereunder with immediate effect if BP reasonably believes in good faith that any of the agreements, undertakings, representations or requirements set forth in (a) have not been complied with or fulfilled by the Customer.

# BP Distributor Card Terms & Conditions

**1. Terms and Conditions Binding.** By applying for or using the BP Distributor 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 Distributor 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.** Definitions. Unless the context requires otherwise: 'BP' means Centrel Pty Ltd ACN 091 614 667 ABN 50 091 614 667 (which is a wholly owned subsidiary of BP Australia Pty Ltd, a BP Group company), its successors and assigns Account means the Customer's account with BP. Agreement means these terms and conditions and any new or varied terms and conditions notified to the Customer by BP from time to time. Application means the Account 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 Distributor Cards and is deemed to be the Authorised User of the Customer under clause 7. 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 trademarks and third party purchased automotive LPG and other fuel products nominated by BP from time to time. Credit Limit means the amount determined 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 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 Premises means premises nominated by BP from time to time as accepting BP Distributor 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, which consist of carwash, shop and diner nominated by BP as available on the Customer's BP Distributor Card at Nominated Premises. PIN means personal identification number. Product means BP Motor Fuels and Other Products and Services. BP Distributor Card means a fuel card solution provided by BP and any other cards nominated

by BP. 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 Distributor Card.** If BP accepts the Customer's Application, BP will make reasonable quantities of BP Distributor Cards available for the Customer and Authorised Users to obtain Product at Nominated Premises. Reasonable quantities of additional and replacement BP Distributor Cards may be available. Each BP Distributor 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 an Authorised User (see clause 7 below) on the BP Distributor Card. The BP Distributor Cards must also have a PIN, which must be entered at the 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.

BP shall in no way be held liable in respect of any other products purchased by the Customer which do not fall 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 Distributor 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 Distributor Card. The Customer and Authorised Users must only use that BP Distributor Card in respect of the Nominated Vehicle. If requested at the Nominated Premises, the Authorised User presenting a vehicle specific BP Distributor Card must enter the appropriate PIN, state the registration number, provide a description of the Nominated Vehicle and sign the BP Distributor Card docket or sales voucher. Supply of BP Motor Fuel on BP Distributor 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 Distributor Card with the vehicle at the time of purchase.

**7. Authorised Users.** If the Customer specifies in writing an Authorised User, the Authorised User's name will be embossed on the BP Distributor Card and such BP Distributor Cards must only be used by that Authorised User. The Customer agrees to pay for Product and credit supplied to that Authorised User. An appropriate PIN will be issued with every BP Distributor Card and must be entered by the Authorised User at the time of purchase. The Customer may require the Authorised User to sign the signature panel on the reverse of the BP Distributor

Card, which must immediately be signed by the Authorised User upon receipt of the card. At the Nominated Premises, the person presenting the BP Distributor Card must enter the appropriate PIN and if the Customer requires that Authorised User to sign the BP Distributor Card, the Authorised User will also be required to sign the BP Distributor Card docket or sales voucher. The signature on the docket or sales voucher must match the signature on the BP Distributor Card.

**8. Customer Responsibility.** The Customer is responsible for all issued BP Distributor Cards and Customer Purchases and must ensure all BP Distributor Cards are valid at the time of use, are in good physical working condition and all details embossed on the BP Distributor Cards are correct at the time of purchase. The Customer must monitor the use of all BP Distributor Cards and ensure they are stored in a safe place. All PINs are to be kept confidential and only disclosed to Authorised Users. 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 a BP Distributor Card. If BP considers that a BP Distributor Card has been used other than as permitted or contemplated by this Agreement BP may at any time retain and/or suspend that BP Distributor Card and forthwith cancel all privileges attached to that BP Distributor Card and/or the account to which it relates.

**10. Supply of Product.** On presentation of a valid BP Distributor 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 cannot 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.

This clause can only be varied by a 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.

**11. Invalid BP Distributor Card.** BP may refuse to supply any of the Products in situations where a BP Distributor 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 Distributor Card.

**12. Safety, Health and Environment.** The Customer agrees to use its best endeavours to minimise all health, safety and environmental risks and 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 Distributor Cards remain the property of BP. The Customer must immediately notify BP of any BP Distributor Card lost, stolen, no longer required or subject to possible unauthorised use, by telephone. BP will take responsibility for unauthorised use once a BP Distributor Card has been reported lost, stolen or cancelled. The Customer must immediately destroy or return to BP all BP Distributor 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 Distributor Cards or unauthorised use;
- queries;
- requests for new or replacement BP Distributor Cards; and
- notification of any change in the Customer's contact details, bank account details, ownership, directors or legal identity.

BP Business Centre:

(Monday to Friday 8.00am – 7.00pm AEST)

Phone: 1300 130 899

Post: BP, GPO Box 5222 Melbourne VIC 3001

To notify lost, stolen or unauthorised use of BP Distributor Cards after hours phone: 1300 1300 27.

**15. Price.** Unless otherwise agreed with BP and notwithstanding details that may appear on any receipt, BP Distributor Card docket or sales voucher, BP will debit the Customer's BP Distributor Card account with:

- the value of BP Motor Fuels obtained on the Customer's BP Distributor Card, being the retail price charged at the Nominated Premises at the time of the transaction;
- the value of Other Products and Services obtained on the Customer's BP Distributor Card, at the retail price charged at the Nominated Premises at the time of the purchase;
- fees including transaction fee, monthly card fee and any applicable credit card surcharges as specified in the Customer's current agreement with BP; and
- government taxes, charges and duties including, without limitation, Goods and Services Tax at the rate prevailing at the time of the taxable supply.

**16. Payment.** BP will periodically make available a fleet control report and/or statement of the Customer's BP Distributor Card transactions and any fees or charges 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. The Customer must pay the stated amount due by the specified due date. Unless agreed, payment must be by irrevocably 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 Customer's BP Distributor Cards. Amounts received by BP will be applied in the following order: interest, enforcement and legal expenses, government charges or duties, amounts due for BP Distributor Card transactions. The Customer shall immediately notify BP in writing of any change to bank account details. If the Customer fails to make payment in accordance with this clause, BP may cancel or suspend all of the Customer's BP Distributor Cards, without notice, or exercise its termination rights pursuant to clause 19. Payment by any person other than the Customer does not imply BP's consent to the assignment of this Agreement by the Customer to such person.

**17. Disputes.** If the Customer disputes any amount appearing on a fleet control report or statement, the Customer must notify BP in writing no later than 30 days after the date the report or statement is made available to the Customer and must provide details of the disputed amount and the reasons for the dispute. The Customer shall be deemed to have accepted any invoice if it has not notified BP of a dispute within 30 days after the fleet control report or statement was made available to the Customer. Where a Customer has lodged such a dispute with BP, BP may conduct an investigation into the Customer's dispute and the Customer must provide to BP such evidence as BP requests in relation to the dispute, including a statutory declaration if so required by BP. Within a reasonable time thereafter, BP will notify the Customer in writing of its findings and outcome. If BP accepts the disputed transaction, BP will credit the Customer's account via a credit note on the Customer's next invoice. Where disputes cannot be resolved prior to the account payment being due the Customer must pay the full amount by the due date. BP's decision is final and binding.

**18. 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 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.

**Late Payment Charge.** A monthly late payment charge, as published on our website will apply on all overdue balances, effective from the 22nd of each month. For example, if your January account has not been paid by 22nd February, you will be subject to the late payment charge. Details of charges are displayed on BP's website and are hereby incorporated, from time to time, into this Agreement. The Customer will also be liable to pay to BP a dishonour fee that may vary from time to time with respect to any dishonoured cheques or unavailability

of the Customer's direct debit account. The Customer shall also indemnify BP for any and all expenses incurred by BP in relation to any enforcement of this Agreement, or the exercise, preservation or consideration of any rights, powers or remedies under this Agreement 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.

**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; an 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. 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 Distributor Card or purchases of Product or otherwise.

**21. Cancellation.** BP may cancel any or all of the Customer's BP Distributor Cards for any reason at any time without notice. On cancellation of all the Customer's BP Distributor Cards, the debit balance of the Customer's BP Distributor 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 Distributor Cards should the Customer's membership with the association cease.

**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 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.
- Time is of the essence for the performance of the Customer's obligations.
- Rights and benefits of the Customer and Authorised Users relating to BP Distributor Card are personal and may not be assigned or transferred in any way. Any purported assignment or transfer is null and void.
- 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 Victoria. 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.
- 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, email 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. Privacy Notice.** BP has and will collect personal information about the Customer and any card holder for the purposes of this Agreement and any credit relationship with the Customer. BP respects the Customer's privacy and will only use or disclose the information provided by the Customer in accordance with the Privacy Act 1998. The information provided by the Customer may be disclosed to BP's associated entities and to third parties contracted to provide services to BP. BP would like to keep the Customer informed about products and services including products and services supplied by third parties that may be of interest to the Customer. The Customer agrees that the information provided may be used to send marketing material and offers about products and services. If the Customer wishes not to receive this information it should provide written notice to BP at the address contained in clause 14. The Customer also agrees that BP may disclose information to a likely or actual buyer of the whole or part of the BP Group, if reasonably necessary for such a sale. The Customer can access

access the information in accordance with the Privacy Act 1998 and request access, or ask a privacy related question by a written request to BP.

**BP**

717 Bourke Street  
DOCKLANDS VIC 3008

**Postal address**

GPO Box 5222  
MELBOURNE VIC 3001

**For all queries relating to accounts**

Call 1300 130 899

Fax 1300 665 211

**Or enquire online at**

[www.bpregional.com.au](http://www.bpregional.com.au)

All information contained herein is correct as at 1 January 2014 and is subject to change. The most current Terms & Conditions are available on our website [www.bpregional.com.au](http://www.bpregional.com.au)

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