

# Fuel Card Terms and Conditions ("Fuel Card Terms")

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## 1 Application of Fuel Card Terms

- 1.1 These Fuel Card Terms govern your and each Cardholder's use of Fuel Cards.
- 1.2 By applying for one or more Fuel Cards, you will be deemed to have accepted these Fuel Card Terms.
- 1.3 These Fuel Card Terms are to be read together with any terms governing your Credit Facility, our Terms of Trade, and any supply agreement. If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):
  - (a) any terms governing your Credit Facility;
  - (b) these Fuel Card Terms;
  - (c) any supply agreement between the parties; and
  - (d) our Terms of Trade.

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## 2 Use of Fuel Cards

- 2.1 If we grant you a Credit Facility, we will, subject to subclause 2.2, issue you any Fuel Cards you have applied for.
- 2.2 We may refuse to issue a Fuel Card to any person nominated by you to be a Cardholder for any reason (and without any requirement to provide any reason).
- 2.3 From time to time, we may issue additional Fuel Cards at your request.
- 2.4 You acknowledge and agree that a Fuel Card is a charge card and not a credit card and all amounts charged using a Fuel Card will be charged to your Credit Facility
- 2.5 Each Fuel Card remains our property and must not be altered or defaced.
- 2.6 A Fuel Card:
  - (a) may only be used by the relevant Cardholder and, where there is an Approved Vehicle, may only be used in respect of that Approved Vehicle;
  - (b) may only be used to purchase Goods from us at the Distributor's Site or from any Authorised Supplier's site (as the case may be), subject to any limitations or markings specified on the Fuel Card (e.g. listed vehicle registrations only);
  - (c) may not be used outside the validity period stated on it;
  - (d) is not transferrable;
  - (e) may not be used if we have temporarily suspended your Credit Account or closed your Credit Facility; and
  - (f) may be rejected by an Authorised Supplier in their sole discretion.
- 2.7 Upon completion of a Transaction, the relevant Cardholder will be issued with a receipt or sales voucher, which will be deemed to be prima facie evidence of the Transaction. It is the responsibility of the Cardholder to ensure that the details of the Transaction are accurately recorded on the receipt or sales voucher.
- 2.8 We or any Authorised Supplier may require a Cardholder to sign a receipt or sales voucher or other document as evidence of a Transaction.
- 2.9 You must not allow a Fuel Card to be used for an unlawful purpose or by anyone other than a Cardholder.
- 2.10 If you become aware that a Fuel Card is, or may be, the subject of unauthorised use, you must:
  - (a) notify us in writing as soon as possible via email to [accounts@adelaidefuel.net.au](mailto:accounts@adelaidefuel.net.au); and
  - (b) provide us with any information you have regarding the misuse or potential unauthorised use of any Fuel Card.
- 2.11 We reserve the right to cancel any Fuel Card at any time.
- 2.12 If:
  - (a) we cancel a Fuel Card;
  - (b) you determine you no longer need a Fuel Card; or
  - (c) a Cardholder leaves your employment or ceases to be authorised to use a Fuel Card,

then you must immediately cut the Fuel Card in half and, if we direct you to do so, promptly return it to us.

- 2.13 If your Credit Account is closed, then you must immediately cut in half all Fuel Cards linked to your Credit Account and, if we direct you to do so, promptly return them to us.

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## 3 Fees and charges

- 3.1 We will issue you a Statement for Transactions and any other fees and charges you are liable to pay to us at the end of each month.
- 3.2 In addition to the fees and charges you must pay to us in accordance with our Credit Facility Terms, we may charge your Credit Account with the following fees and charges:
  - (a) a monthly fee for each AmpolCard supplied to you;
  - (b) a one-off fee to issue any new, additional, or replacement Fuel Card; and
  - (c) any other fees listed in our prevailing schedule of fees and charges (as updated from time to time).

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## 4 Customer enquiries

You may contact us, in the manner advised by us from time to time, to enquire about or clarify details of any matter relating to any Statement you receive.

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## 5 Variation

We may amend these Fuel Card Terms in the future by notifying you in writing. The amended Fuel Card Terms will thereafter apply to each Transaction you or a Cardholder make unless you earlier give us written notice in advance of any such further Transactions.

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## 6 Definitions

In these Fuel Card Terms, unless the context otherwise requires, the following definitions apply.

- 6.1 **Ampol** means Ampol Australia Petroleum Pty Ltd (ACN 000 032 128).
- 6.2 **Authorised Supplier** means a supplier authorised by us to supply Goods to Cardholders upon production of a Fuel Card.
- 6.3 **Approved Vehicle** means, in relation to a Fuel Card, the vehicle (if any) specified on, or linked to, that Fuel Card.
- 6.4 **Cardholder** means you and any person nominated and authorised by you from time to time to use a Fuel Card.
- 6.5 **Credit Account** means the commercial credit account opened by us in your name to operate the Credit Facility.
- 6.6 **Credit Facility** means, where applicable, a credit facility granted by us to you to acquire Goods from us on commercial credit.
- 6.7 **Customer, you** means a person or other entity who we have granted a Credit Facility to.
- 6.8 **Distributor, we, us** means Fredericks Petroleum Pty. Ltd. (ACN 008 121 060) as The Trustee for Bryson Fredericks Family Trust (ABN 33 752 781 908) trading as Adelaide Fuel Distributors.
- 6.9 **Distributor's Site** means our Seaford Depot, which is located at 55 Seaford Road, Seaford Meadows SA 5169, and such other sites within our network of retail service stations which offer outdoor payment terminals, as advised by us from time to time.
- 6.10 **Fuel Card** means an embossed plastic card with an encoded magnetic strip issued by us or by Ampol for use at the Distributor's Site and/or the site of any Authorised Supplier (as the case may be) and includes AmpolCards and Local Cards. For clarity, Local Cards may only be used at the Distributor's Site.
- 6.11 **Goods** has the meaning given to this term in our Terms of Trade.
- 6.12 **Statement** means a monthly invoice to be issued by us to you in respect of the Transactions made during that month.
- 6.13 **Terms of Trade** means our Terms of Trade, a copy of which may be found at [www.adelaidefuel.net.au/forms/](http://www.adelaidefuel.net.au/forms/) or upon request by email to [accounts@adelaidefuel.net.au](mailto:accounts@adelaidefuel.net.au).
- 6.14 **Transaction** means a transaction whereby a Fuel Card is used by a Cardholder to purchase Goods from us and/or any Authorised Supplier (as the case may be), as authorised by the Distributor.

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## **7 Interpretation**

In these Fuel Card Terms, unless the context otherwise requires:

- 7.1 \$, dollar, or AUD is a reference to the lawful currency of Australia.
- 7.2 A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.
- 7.3 A right includes a benefit, remedy, authority, discretion, or power.
- 7.4 The singular includes the plural and vice versa, and a gender includes other genders.
- 7.5 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 7.6 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.
- 7.7 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".
- 7.8 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.