



## BP Plus Terms and Conditions

### 1. Terms and Conditions Binding.

You acknowledge and agree that by clicking on 'I Agree' at the bottom of this web page or by signing a BP Plus Card, or first using or attempting to use a BP Plus Card, You accept these terms and conditions and will ensure that You and Your Authorised Users comply with them until all Your BP Plus Cards expire, are cancelled or otherwise cease to be valid. You acknowledge that, in the event of such expiry, cancellation or invalidity, You continue to be bound by all obligations and liabilities incurred by You before such expiry, cancellation or invalidity.

### 2. Definitions.

Unless the context requires otherwise:

**(a) Account** means the BP Plus Card account opened by BP in Your name.

**(b) Agreement** means these terms and conditions and any new or varied terms and conditions notified to You by BP from time to time in accordance with clause 29(a).

**(c) Applicable Anti-corruption Laws** means any anti-corruption laws that are applicable to either the Customer or this Agreement, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

**(d) Application** means the website application form which is filled in by You and submitted to BP or any subsequent application made by You which may be in writing, via the Internet or made verbally to one of our telephone operators.

**(e) Authorised User** means persons authorised by You to use Your BP Plus Cards. Each Authorised User is deemed to be Your agent.

**(f) BP** means BP Australia Pty Ltd ABN 53 004 085 616 of Level 17, 717 Bourke St, Docklands, Victoria 3008.

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

**(h) 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 You under BP trade marks and third party purchased automotive LPG and other fuel products nominated by BP from time to time.

**(i) BP Plus Online** means the BP Plus online portal, available at: [www.bpplus.com.au/](http://www.bpplus.com.au/).

**(j) Charges** means all applicable government and statutory costs, charges, duties, excise and taxes (excluding GST) at the rate prevailing at the time of supply.

**(k) Credit Limit** means the limit to which You may purchase

Products on Your Account, as nominated by BP and communicated to You from time to time.

**(l) Customer** means the Customer named in the Application. If more than one person is named, each person is jointly and severally liable under this Agreement.

**(m) Force Majeure** means any event beyond the reasonable control of BP and includes riot, civil commotion, war, acts of terrorism, accident, shortened hours of labour, strikes, lockouts and other labour disputes, compliance with a government request, storm, fire, natural disasters, national emergencies, pandemic, epidemic, 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.

**(n) GST** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**(o) Nominated Person** means a person nominated by You under clause 8.

**(p) 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 You.

**(q) Nominated Vehicle** means a vehicle nominated by You under clause 7.

**(r) Other Products and Services** means products and services other than BP Motor Fuels nominated by BP as available on Your BP Plus Card at Nominated Premises.

**(s) PIN** means personal identification number.

**(t) Product** means BP Motor Fuels and Other Products and Services.

**(u) You or Your** means the Customer.

### 3. Interpretation.

In interpreting this Agreement:

**(a)** headings are only for convenience and do not affect interpretation;

**(b)** a word or expression indicating the singular includes the plural, and vice versa;

**(c)** examples are descriptive only and are not exhaustive;

**(d)** reference to any thing includes a part of the thing;

**(e)** includes or including means 'includes without limitation' and 'including without limitation' respectively;

**(f)** if the day on or by which any thing must be done is not a business day, then the thing must be done on or by the next business day;



- (g) a rule of construction does not disadvantage a party just because that party prepared the Agreement;
- (h) reference to an Agreement, document or instrument including any legally enforceable arrangement or understanding (whether or not in writing) includes all amendments, supplements to, replacements of, or notations of them;
- (i) references to a “liability” or “obligation” includes a present, future, actual, prospective or contingent liability or obligation. It may be incurred alone or with any other person. The amount may or may not be able to be determined;
- (j) reference to a person includes a body corporate, partnership, unincorporated joint venture and a government body or association; and
- (k) a reference to legislation includes all legislation amending, consolidating, re-enacting or replacing it.

#### 4. BP Plus Card.

If BP accepts Your Application, BP will open an Account in Your name.

If You are a corporation, association, joint venture, government body or partnership the Account will be opened in the name of that entity.

Upon opening the Account BP will, at BP’s discretion, issue the BP Plus Cards You applied for and make reasonable additional quantities of BP Plus Cards available (if requested) for You 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 Your name and identifying number. You must specify either a Nominated Vehicle (see clause 7 below) or a Nominated Person (see clause 8 below) on the BP Plus Card. The BP Plus Cards must also have a PIN which must be entered at the time of purchase and/or a signature panel which must be signed by each Authorised User immediately upon receipt of the BP Plus Card.

You declare that each BP Plus card and the Account Credit Limit will be used by You wholly or predominantly for business or investment purposes (or both) and you acknowledge that BP is providing you with BP Plus cards on this basis. You represent and warrant that all information set out in the Application is true and correct in all respects and not, whether by omission, or otherwise, misleading and that the You have not withheld from BP any fact material to BP’s decision to provide credit to You.

#### 5. Customer’s Purchases.

You are deemed to purchase:

- (a) BP Motor Fuels from BP; and

- (b) all Other Products and Services from the operator of the Nominated Premises.

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

#### 6. Credit Limit.

BP may, at any time, in its absolute discretion:

- (a) grant credit to the Customer;
- (b) determine or vary the terms on which such credit will be granted; and
- (c) withdraw any credit granted to the Customer.
- BP may increase or decrease the Credit Limit from time to time. You are responsible for monitoring Your Account to ensure that the 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 Your BP Plus Cards, without notice, until such time as any excess is paid and the account is within its Credit Limit.

#### 7. Nominated Vehicles.

If You specify a Nominated Vehicle for a BP Plus Card, the registration number and description of the vehicle will be embossed on the BP Plus Card. You and Authorised Users must only use the BP Plus Card in respect of the Nominated Vehicle. The Nominated Vehicle must be a vehicle owned by You and/or used for Your 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.

#### 8. Nominated Persons.

If You specify a Nominated Person, the Nominated Person’s name will be embossed on the BP Plus Card. The Nominated Person is an Authorised User and You agree 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.



## 9. Customer Responsibility.

You are responsible for all issued BP Plus Cards and any purchases made either directly or indirectly with the BP Plus Cards issued to You (excluding where clause 10 applies). This includes purchases via any BP app which allows payment for fuel to be linked to the BP Plus Card. You 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. You 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. You must immediately destroy all BP Plus Cards no longer used, expired, cancelled or otherwise invalid BP Plus Cards.

## 10. Property, Loss and Unauthorised Use.

All BP Plus Cards remain the property of BP. Except as expressly provided in this clause, You are responsible for and BP is not liable for any unauthorised use whatsoever of any BP Plus Card, including purchases via any BP app which allows payment for fuel to be linked to the BP Plus Card. You must immediately notify BP of any BP Plus Card lost, stolen, not received when due, 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 as lost, stolen or not received when due or subject to possible unauthorised use. In addition to where You have notified BP in accordance with this clause, 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 cancel all privileges attached to that BP Plus Card and/or the Account to which it relates.

## 11. Supply of Product.

On presentation of a valid BP Plus Card, supplies of Product will be made available to You and Authorised Users at Nominated Premises, subject to hours of business and availability of supplies. To the fullest extent permitted by law, BP is not 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, BP's liability will 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 subsequent written agreement signed by BP and You.

If BP is subject to an event of Force Majeure which prevents or delays the performance of its obligations under this Agreement, then BP's obligations are suspended for the duration of the event of Force Majeure. BP will promptly notify You if an event of Force Majeure arises. BP is not 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.

## 12. 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; 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.

## 13. Safety, Health and Environment.

You agree to use Your 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. You must ensure compliance by Your Nominated Persons and Authorised Users. If in BP's opinion You, a Nominated Person 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.

## 14. BP Contacts and Enquiries.

You should use BP Plus Online or contact the BP Customer Service Centre on 1300 1300 27 (during AEST business hours) for notification of lost or stolen BP Plus Cards or unauthorised use.

You should use BP Plus Online or contact the BP Customer Service Centre on 1300 1300 27 (during AEST business hours) or email [bpplusonline@se1.bp.com](mailto:bpplusonline@se1.bp.com) for:

- (a) queries;
- (b) requests for new or replacement BP Plus Cards; and
- (c) notification of any change in Your contact details, bank account details, ownership, directors or legal identity details.

## 15. Price.

Unless otherwise agreed with BP and notwithstanding details that may appear on any receipt, BP Plus Card docket or sales voucher, BP will debit Your BP Plus Card account with:

- (a) the value of BP Motor Fuels obtained on Your BP Plus Card, being the retail price charged at the Nominated Premises at the time of the transaction;



(b) the value of Other Products and Services obtained on Your BP Plus Card, at the retail price charged at the Nominated Premises at the time of the purchase;

(c) card, transaction or other applicable fees as set out in the current Schedule of Fees available at [bpplus.com.au](http://bpplus.com.au), as updated by BP from time to time; and

(d) Charges and GST, 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 Your BP Plus Card transactions and any fees or charges for the relevant period. You must pay the stated amount due by the specified due date. Unless agreed, You must do all things necessary to authorise and allow BP to direct debit Your nominated bank account. You must not revoke the direct debit authority granted to BP. If BP is unable to activate direct debit, payment must be made immediately and BP may cancel or suspend Your BP Plus Cards. You may make payments by Visa, MasterCard, American Express or Electronic Funds Transfer from Your bank account. Service fees apply to payments made using credit cards. Payment is deemed to have occurred once the amounts indicated on Your fleet control report and/or statement have been received into BP's bank account. Some methods of payment may take 3 or more days before the payment is received by BP and, as such, You are responsible for ensuring that You make payment to BP so that payment is received by BP on or before the specified due date. Amounts received by BP will be applied in the following order: interest; enforcement and legal expenses; Charges; and amounts due for BP Plus Card transactions. Payment by any person other than You does not imply BP's consent to the assignment of this Agreement by You to such person.

#### 17. Disputes.

If You dispute any amount appearing on a fleet control report or statement, You must notify BP in writing no later than 30 days after the date the report or statement is made available to You and must provide details of the disputed amount and the reasons for the dispute. You are deemed to have accepted any fleet control report or statement if You have not notified BP of a dispute within 30 days after the fleet control report or statement was made available to You. Where You have lodged such a dispute with BP, BP may conduct an investigation into Your dispute and You 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 You in writing of its findings and outcome. If BP accepts the disputed transaction, BP will credit Your account via a credit note on Your next invoice. Where disputes cannot be resolved prior to the account payment being

due, You must pay the full amount by the due date.

#### 18. Payment Default.

If You fail to make payment in accordance with clause 16, BP may: refuse to extend further credit to You; cancel and/ or suspend all of Your BP Plus Cards, without notice; and/or exercise its rights pursuant to clause 19. You remain liable for all amounts owing to BP, even if BP takes any of the actions referred to in this clause.

If payment of any amount owing by You to BP is not made by the due date, You must pay on demand simple interest on the amount due at a rate equal to the rate prescribed as at the due date under the Penalty Interest Rates Act 1983 (Victoria) calculated daily by BP on the principal amount due, payable from the due date.

You 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 You to BP.

#### 19. Default and Termination.

Unless otherwise agreed with BP, You may terminate this Agreement on 14 days' written notice to BP.

Without prejudice to BP's other rights under this Agreement, BP may immediately terminate this Agreement by notice to You if:

(a) You breach this Agreement;

(b) You are placed under external administration under the Corporations Act 2001 (Cth), become bankrupt, or in BP's opinion, are unable to pay Your debts;

(c) an event of Force Majeure continues for 30 days; or

(d) You sell, transfer or dispose of Your business or in BP's reasonable opinion, ownership or control of the Customer changes substantially.

If this Agreement is terminated, all of Your BP Plus Cards will be immediately cancelled and You must pay all outstanding amounts including any interest or recovery costs under clause 18, to BP within seven (7) days of termination. You 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 You under this Agreement, except to the extent that BP has caused or contributed to the loss, claim, cost, demand or expense.





## 20. Dispute Resolution.

- (a) If a dispute arises out of or relates to this Agreement, the parties must in the first instance, endeavour to settle the dispute in good faith within thirty (30) days of the dispute arising.
- (b) Where a dispute cannot be settled in accordance with clause 20(a) above, both parties will endeavour to settle the matter with the assistance of a mediator appointed by the Institute of Arbitrators and Mediators Australia before having recourse to litigation. Either party may request that president to appoint a mediator to the dispute and must, at the time of making that request, provide a copy of that request to the other party.
- (c) Provided the parties comply with clauses 20(a) and 20(b), nothing in this clause 20 is intended to restrict a party's access to the courts or urgent, interlocutory relief.

## 21. Third Party.

You acknowledge that BP may pay to or receive from any third party, fees or benefits relating to Your use of BP Plus Card or purchases of Product or otherwise.

## 22. Cancellation.

Acting reasonably, BP may cancel any or all of Your BP Plus Cards at any time and will promptly notify You if it does so. You must immediately destroy cancelled BP Plus Cards. On cancellation of all Your BP Plus Cards, the debit balance of Your BP Plus Card account becomes immediately due and payable to BP. Where You are a member of an association, BP may cancel Your BP Plus Cards should Your membership with the association cease.

## 23. Financial Information.

At BP's request from time to time, You must provide to BP information in the form and for the period required by BP in relation to Your financial position including a balance sheet, profit and loss statement and cash flow statement and, where You are a corporation, information in relation to Your officers from whom BP has or seeks guarantees.

## 24. GST.

Amounts set out in this Agreement are exclusive of GST unless otherwise specified. If any supply under this Agreement is a taxable supply, then subject to the supplier issuing a valid tax invoice to the recipient, the supplier may, in addition to the amount payable recover from the recipient an additional amount on account of GST, equal to the consideration in respect of the taxable supply (exclusive of GST) multiplied by the rate of goods and services tax.

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.

You consent to BP communicating electronically with You about the BP Plus Card and this Agreement. You authorise BP to act on instructions it has received electronically. This consent and authority will apply to all communications permitted to take place electronically by law.

BP will rely on Your consent to communicate electronically with You by:

- (a) electronic mail ("e-mail") to the e-mail address that the Customer has notified to BP;
- (b) making a notice available for the Customer to access on BP's website; and/or
- (c) any other method of electronic communication.

BP may rely on any communication, electronic or otherwise, which it receives and which appears to have been sent by or on behalf of the Customer.

BP may also send communications by ordinary mail to the address on BP records.

You must ensure that:

- (a) You check the nominated email account regularly for notices and other communication from BP;
- (b) Your email address remains current (or otherwise notified to BP); and
- (c) emails from BP to Your email address are not blocked.

## 26. Anti-Bribery & Corruption.

In performing this Agreement, You must comply with any Applicable Anti-corruption Law and must not give or offer to give, receive, or agree to accept, any payment gift or other advantage which violates an Applicable Anti-corruption Law.

## 27. Privacy.

- (a) By applying for and using a BP Plus Card the Customer, the Nominated Persons and Authorised Users are providing (or may be providing) personal information. The Customer acknowledges and agrees that the provision of such personal information is for the primary purpose of assessing the Customer's Application and administering the BP Plus Card Account. BP's collection, storage, disclosure and use of the Customer's, the Nominated Persons' and Authorised Users' personal information will be performed in accordance with BP's Privacy Policy that is available at [www.bpplus.com.au](http://www.bpplus.com.au). The Customer acknowledges that BP may use the Customer's personal information for additional purposes including:
  - i. planning, product development, marketing offers and research (if the Customer does not wish to receive any marketing offers, please contact BP);
  - ii. exchanging information about the Customer with the Customer's nominated referees;
  - iii. disclosing to BP's related entities and service providers including bankers, electronic interface switch providers, printers, insurance companies, mail houses, solicitors,



auditors, professional advisers and debt recovery agents with whom we have a contract, such of the personal information as is necessary for BP to manage your Account; and

iv. as described in clause 27A.

- (b) The Customer acknowledges and agrees that prior to BP accepting the Customer's Application BP may, at its sole discretion, require owners, officers or partners of the Customer to undertake a credit check. In order to undertake a credit check, BP requires each person to provide BP with their consent for BP to undertake the credit check and to use their personal information for BP to, amongst other items:
- i. obtain a consumer credit report about the person from a credit reporting agency for assessing credit worthiness, the Customer's Application and administering the Account; and
  - ii. exchange information about the person with other credit providers named in the consumer credit report to allow BP to assess the Application, to notify other credit providers of a default by the Customer or to exchange information with other credit providers as to the status of the Customer's Account.

#### 27A. Information exchange with third parties.

- (a) The Customer acknowledges and agrees that BP may exchange the information described in clause 27A(b) below about the Customer with third parties including industry associations, customer insight agencies and consultants who may then share this information with their representatives, and that such third parties may use that Customer information and contact the Customer directly for the purpose of:
- i. conducting customer/market research for BP; or
  - ii. where a Customer is a member of an industry association or customer of another organisation, for that third party to calculate rebates, commissions, or other payments, or to determine whether that Customer is taking up an industry association or other organisation offer and to market any industry association or other organisation offers to that Customer.
- (b) The type of Customer information that BP may exchange with third parties under clause 27A(a) includes:
- i. personal information about the Customer, contact details (including phone number, email and address), the fact that the Customer is a BP Plus customer, the Customer's BP Plus membership number and industry association or other organisation membership number (if applicable), and the Customer's ABN and business name; and
  - ii. for the purposes of conducting customer or market research for BP only, also includes a description of the Customer's business (including relevant industry, and the size and type of the Customer's fleet).

#### 28. Marketing.

By applying for and using a BP Plus Card, You expressly consent, and confirm that all of Your Nominated Persons and Authorised Users consent, to BP:

- (a) sending, by direct email, telephone, email, SMS, push notifications, or other digital methods, marketing communications for:
- i. news and offers for BP Plus members;
  - ii. offers, news, and updates from BP, its related entities, and any programs, services, goods, or other offerings from them;
  - iii. offers, news, and updates from third-party commercial partners, and loyalty program partners of BP, and any programs, services, goods, or other offerings from them;
  - iv. market research;
  - v. administrative and servicing matters;
  - vi. trade promotions and other similar competitions; and
  - vii. BP-branded products and services.
- (b) associating and combining data collected from third parties with Your personal information and using and disclosing that combined personal information to tailor Your experience and content, including third party content, and otherwise in accordance with these terms and conditions.

You can opt out of receiving all or any of the communications listed above:

- i. for email communications by clicking the 'unsubscribe' link;
- ii. for push notifications via device settings;
- iii. for SMS messages, by opting out directly from an SMS; and
- iv. for all other communications by contacting us at [aucustcare@bp.com](mailto:aucustcare@bp.com).

Please note that opting out of any of these communications may impact BP's ability to provide You with all the benefits that would otherwise be available to You.

#### 29. Miscellaneous.

- (a) BP may add to or vary this Agreement (including pricing and payment provisions) from time to time by posting amended terms on its website and/or notifying You of the amended terms: (i) at least 30 days prior to the changes taking effect; or (ii) without notice if the changes do not cause detriment (financial or otherwise) to You or are required by applicable law. You may terminate this Agreement in accordance with clause 19 if You do not accept any changes BP makes to this Agreement.
- (b) No waiver by BP of Your or an Authorised User's breach of or failure to comply with this Agreement is to be construed as a general waiver.
- (c) Time is of the essence for the performance of Your



obligations.

- (d) 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.
- (e) BP may charge You any Charges applied to Your BP Plus Card or its use or Your Account.
- (f) You must give BP written notice of any change in Your:
  - i. contact details;
  - ii. ownership;
  - iii. legal identity; or
  - iv. directors,within 7 days of the change.
- (g) You must immediately notify BP in writing of any change to bank account details.
- (h) This Agreement is governed by and interpreted in

accordance with the laws of Victoria. You Customer 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.

- (i) Notification of any matter is deemed not to have been effective until confirmed or acted upon by BP.
- (j) This Agreement sets out all the terms and conditions between the Customer and BP concerning the use and operation of the BP Plus Card. This Agreement supersedes any other representation, promise or statement made by BP or any of our employees in respect of a BP Plus Card.
- (k) A provision in this Agreement that is prohibited by law or unenforceable in whole or in part is only ineffective to the extent it is prohibited or unenforceable. It does not invalidate any other provision.