



Marina Jurien
PO Box 73 Jurien Bay, WA 6516
Comen Limited – ACN 090 484 629

Card No:

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FUEL CARD AGREEMENT

This Agreement made the _____ day of _____ Two Thousand and Fifteen,
BETWEEN Comen Limited of Post Office Box 73, Jurien in the state of Western Australia (hereinafter
referred to as “Comen”)

The one part AND (*Name*)

_____ Of (*address*)

_____ (hereinafter referred to as “the Covenanter”) of

the other part,

WHEREBY it is agreed as follows:- In consideration of Comen providing the Covenanter with a fuel card
to enable the Covenanter to draw fuel from the fuel bowser, the Covenanter hereby covenants and agrees
with Comen as follows:-

1. The Covenanter shall on or before the day of the execution hereof pay FIFTY DOLLAR (\$50) administration fee to Comen Ltd. The Covenanter acknowledges that they are aware that should Comen have to provide a replacement CARD and/or KEY the charge is \$50.
2. The Covenanter hereby assumes personal liability for any fuel which may be spilled while the vehicle under their control is being fuelled and the Covenanter hereby indemnifies and agrees to keep indemnified Comen from and against all actions, proceedings, claims, demand costs, damages and expenses which may be made against or incurred by Comen by reason of any breach by the Covenants of the Covenant in this Clause contained.
3. The Covenanter covenants and agrees with Comen that he or she will be responsible for all fuel drawn from the fuel bowser in respect of which a card has been issued to him or her until such time as such all cards held have been returned to Comen and undertakes to pay on demand for any fuel consumed until such a time as the card has been returned to COMEN.
4. The Covenanter acknowledges Comen will; a) raise delivery dockets to the nominated Company being _____, on a weekly basis for fuel drawn from the fuel bowsers, for which a card has been issued and, the Covenanter consents and agrees to notify in writing of any changes as to the nominated Company stipulated in this clause contained; or b) invoice the fuel drawn from the jetty fuel bowser in respect of which a card has been issued to him or her on a weekly basis and, for land based fuel on the last day of each month. The Covenanter covenants and agrees to pay all such accounts within 7 days from the date of the invoice.

Initialed by the Covenanter

Initialed by the Witness

5. The Covenanter covenants and agrees with Comen that his or her issued fuel card can be deactivated without notice if payment for the fuel drawn from the fuel bowser should fall into arrears and, he or she can be refused, issue of a fuel card.
6. Comen shall be entitled to demand the return of the card/key at any time without assigning any reason for such demand and the Covenanter shall within three (3) days of receipt of a written demand, return the card/key to the Jurien Bay Comen office.
7. The Covenanter undertakes to ensure that the fuel hose is duly returned to the fuel bowser and that the fuel bowser is properly secured at all times.
8. Comen shall be entitled to alter the price of diesel in line with market fluctuations
9. In this Agreement unless consistent with the context the expression "Comen" shall include its successors and assigns and the expression "the Covenanter" where the Covenanter is a corporate body shall include its successors and assigns and where the Covenanter is a living person shall include the Covenanter's legal personal representatives and assigns and where the Covenanter consists of more than one living person shall include each of such persons and their respective legal personal representatives and assigns and the singular number includes the plural number and the masculine gender includes the feminine gender and the neuter gender and vice versa.

IN WITNESS whereof the parties have hereto have executed these presents the day and year first hereinbefore written.

THE COMMON SEAL of COMEN LIMITED)
 Was hereunto)
 Affixed by authority of)

COMEN LIMITED
ACN 090 484 629

It's Directors in the presence of :)

Director

Secretary

Signed by the said (Covenanter)

Print Name

In the presence of :-(Witness)

Print Name

Office Use Only:

Card No	Boat Details	Book Fuel To	Deposit Details	Amount	Invoice #



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REQUIREMENTS AND DETAILS

Each vessel will require a card and pin number. The set-up will allow vessel cards to be used at either Pt Denison, Greenhead, Cervantes or Jurien Jetties.

A four (4 digit) pin number is required to operate our fuel systems. Please complete the form below and indicate your preferred pin number. *(Note a pin number cannot be 0000.)*

Please complete the following information and return to this office.

Jetty Cards Required
 (Water Vessel)

Vessel Name	LFBF	Preferred Pin Number

Name	Company	Phone No.

Name: _____ Company Name: _____