

Application Form



Thank you for choosing to become an **Actrol Solutions Card** Member.

Company Name _____

Actrol Account No _____

Card Delivery Address _____

Phone # _____ Fax # _____

Contact Name _____

Email _____

Please select your preferred method of communication about Solutions Cards

Email Fax Mail

How many cards do you require? _____

Please print the name or reference required on each card:

Name	Apprentice? <i>Yes please tick</i>	Card # (Actrol Use Only)
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>

If more cards are required see reverse side.

I /We acknowledge acceptance of Actrol Parts Standard Terms and Conditions of Sale/Hire along with those terms specific to the Actrol Solutions Card TM.

Signed _____

Name _____

Position _____

Date _____

Please return your application form/s to your local Actrol representative.

Actrol Use only
 Actrol contact: _____
 Despatch date: _____
 Validated date: _____

Application Form



Solutionscard

Please print the name or reference required on each card:

Name

Apprentice?

Yes please tick

Card # (Actrol Use Only)

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Application Form

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Terms and Conditions: Actrol Solutions Card

Definitions and Interpretations

Definitions

1. "ASC" means the Actrol Solutions Card.
2. "Customer" means the person or entity applying to receive the Actrol Solution Card(s).
3. "Service(s)" means the Actrol Solutions Card service and any and all other services provided by Actrol Parts to the Customer from time to time.

1. The ASC and the Services

- 1.1 All applications/requests for the ASC and the Service must be in writing on the prescribed Application Form.
- 1.2 This agreement commences on the date the Customer first uses the ASC.
- 1.3 This agreement shall be interpreted and enforced according to the laws of the State / Territory where the ASC is first used.
- 1.4 The ASC is not a credit, charge or debit card.
- 1.5 These Terms and Conditions do not in any way affect or limit any of the Customers rights which cannot be excluded or modified under relevant State, Territory or Federal legislation.

2. Customer Responsibilities

- 2.1 The Customer agrees to use the ASC and the Service in accordance with these Terms and Conditions. If the Customer does not wish to be bound by these Terms and Conditions it should not use the ASC and immediately return it to Actrol.
- 2.2 The Customer understands that:
 - a. The use of the ASC is not necessarily secure or confidential and that the Customer receives and uses the ASC at the Customer's own risk;
 - b. It is the responsibility of the Customer to ensure that the ASC is issued to and used by its employees according to the Customer's own internal procedures, conditions and obligations.
 - c. Unauthorised use, access to, or modification of the ASC is prohibited.
 - d. Actrol is entitled to retrieve, suspend or cancel the ASC at any time and without notice to the Customer. If cancelled the Customer must immediately return to Actrol the ASC(s). Actrol will not be responsible for any loss or damage whatsoever as a result of the retrieval, cancellation or suspension of the ASC.
 - e. The issue as to whether the Customer is compliant with the above shall be determined by Actrol at its sole discretion.
- 2.3 The Customer agrees that it will:
 - a. Be personally liable for the actions of its employees and any other persons who use the ASC;
 - b. Indemnify and keep indemnified Actrol in respect of any claim, loss, damage, suit or proceeding against Actrol by any person whatsoever and howsoever arising in respect to the use of the Customers ASC;
 - c. If using the ASC on behalf of another person be appropriately authorised to do so;

Application Form

**Solutionscard**

- 2.4 The Customer agrees that it will not:
- Utilise the ASC for any fraudulent or criminal activities, including, but not limited to, transmission of copyrighted materials, illegal, threatening, and obscene or libelous material, or any instructions which, if implemented, might cause damage or injury to any person or property;
 - Not breach the security or integrity of any Actrol equipment, or use the Actrol equipment, network or resources to launch an attack on the property of any other organisation;
 - Engage in activities which are regarded as abuse or misuse of Actrol resources, including but not limited to mail or commercial email. What constitutes “abuse” or “misuse” is determined by Actrol in its sole discretion; or
 - Seek to change, amend, cancel, alter, assign or otherwise deal with the ASC or the Customer account without the prior written consent of Actrol;
- 2.5 The Customer agrees that receipt of the ASC is exclusive to the Customer and cannot be transferred, assigned and or licensed without the prior written consent of Actrol. Actrol takes no responsibility for the level of use beyond the issue of the Card
- 2.6 It is the Customer’s responsibility to contact and report to Actrol immediately if an ASC(s) is damaged, lost or stolen.
- 2.7 The Customer must immediately notify in writing Actrol of any change of address or contact particulars.
- 2.8 The issue and use of the ASC or the Services does not create any agency, partnership or joint venture between Actrol and the Customer.

3. Provision of Service

- 3.1 Actrol may in its sole discretion deny the issue and use of the ASC to any potential or existing Customer.
- 3.2 The Customer accepts that any advice provided by Actrol employees or contractors is provided in good faith. The Customer agrees that it will not act or rely on any such advice unless it is done at the sole risk of the Customer. The Customer agrees to indemnify Actrol and its employees and contractors in full against any damage or loss howsoever arising or resulting from the Customer acting upon such advice.
- 3.3 Any ASC provided by Actrol to the Customer will remain the property of Actrol and be used by the Customer at the Customer’s own risk. The Customer agrees that it will not hold Actrol or any of its employees, suppliers or contractors liable for any claim, loss, damage, suit or proceeding whatsoever and however arising resulting from the use of the ASC provided by Actrol or any error, omission or misdescription concerning any data or information in relation to or arising from the use of the ASC by the Customer or its employees.
- 3.4 Actrol may assign any of its rights under this agreement at any time and without notice to the Customer.
- 3.5 Actrol may at any time schedule periods of planned interruption to the Service. Actrol will endeavour to provide at least 24 hours notice to the Customer for any interruption to the Service for maintenance, changes or improvements to the Service or replacement of the ASC(s). Actrol will not be liable for any loss, damage or inconvenience caused by any interruption to the Services or use of the ASC whether as a result of any planned or unexpected interruption to the Services or otherwise.
- 3.6 By receiving the Services the Customer agrees that it has read, understands and accepts the provisions of this agreement.