

# Fuel Distributors

Of Western Australia Pty Ltd

A.C.N. 087 051 778

A.B.N. 11 087 051 778

PO BOX 5219 ROCKINGHAM BEACH 6969 PHONE: 9419 6599 FAX: 9419 6753

## CONFIDENTIAL CREDIT APPLICATION AND TRADING AGREEMENT

THIS AGREEMENT made the..... Day of..... 20 ..... BETWEEN Fuel Distributors of Western Australia Pty Ltd of Lot 3, Kwinana Beach Rd, Kwinana Beach WA 6167 ("the Supplier")

AND..... of ..... ("The Customer")

AND (add all directors as Guarantors if Customer is a company)

.....of.....

..... of.....(individually and collectively "the Guarantor")

### WHEREAS -

- (a) The Customer is desirous of establishing a credit trading account with the Supplier and pursuant to its desire to establish a credit trading account has submitted to the Supplier the information and financial particulars as set out in Schedule 1 ("the Application").
- (b) The Supplier has agreed to consider the Application of the Customer as to whether or not credit will be extended to the Customer.
- (c) The parties agree that in the event of the Supplier granting to the Customer credit facilities then such credit facilities are provided subject to the terms and conditions set out in this form.

### SCHEDULE 1

Credit is sought for business operated as a -  sole trader  partnership  Pty Ltd Company

Is the Customer a trustee for any trust?  YES  NO If yes please indicates the name of the trust.....

ALL SECTIONS MUST BE COMPLETED IF APPLICABLE  
PLEASE TICK WHICH SERVICE YOU WOULD LIKE:

MOORA FUEL CARD..... KWINANA FUEL CARD..... TRUCK DELIVERY.....

REGISTERED COMPANY NAME			A.C.N.
TRADING NAME (IF APPLICABLE)			A.B.N.
POSTAL ADDRESS			DATE BUSINESS COMMENCED
DELIVERY ADDRESS			POST CODE
BUSINESS PHONE	MOBILE NUMBER	EMAIL ADDRESS	FACSIMILE NUMBER ( )
<b>MONTHLY PURCHASE:</b>	<b>YEARLY PURCHASE:</b>	<b>TYPE OF BUSINESS:</b>	
FULL NAMES & ADDRESSES OF ALL DIRECTORS/PARTNERS/OWNERS			
1. NAME.....		ADDRESS .....	
DATE OF BIRTH.....		DRIVERS LICENCE NO. ....	
2. NAME.....		ADDRESS .....	
DATE OF BIRTH.....		DRIVERS LICENCE NO. ....	
HAVE ANY DIRECTORS/PARTNERS/OWNERS BEEN REGISTERED UNDER ANY PART OF THE BANKRUPTCY ACT OR BEEN UNDER ANY SPECIAL FINANCIAL ARRANGEMENT? <input type="checkbox"/> yes <input type="checkbox"/> no			
BANKERS..... BRANCH..... MANAGER .....			
CURRENT BUSINESS REFERENCES FOR ACCOUNTS CONDUCTED IN THE LAST 12 MONTHS			
Name.....		Telephone number.....	
Name.....		Telephone number.....	
Name.....		Telephone number.....	
ARE THE BUSINESS PREMISES OWNED OR LEASED?			
NAME OF ACCOUNTANTS/AUDITORS			
PREVIOUS PETROLEUM PRODUCTS SUPPLIER..... BRANCH..... PHONE NUMBER.....			

IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE

## PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s) or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

Veda Advantage Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312	NCI Level 2, 165 Grenfell St ADELAIDE SA 5000 Tel: 1800 882 820	Dun & Bradstreet Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100
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9. The Supplier may disclose Information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
10. By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.
11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
12. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

## TERMS OF TRADING AGREEMENT

1. The Customer warrants that the information comprised in the First Schedule hereto is true, accurate and correct and is supplied for the purpose of obtaining credit.
2. The Customer warrants that the persons' signatures appearing on this Agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
3. The Customer agrees to adhere to the terms and conditions of this Agreement.
4. The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing ("the Notice") from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the Customer receives Notice from the Supplier any goods that are supplied by the Supplier to the Customer shall be on the basis of cash upon delivery.
5. The Customer agrees that any failure by the Supplier to insist upon compliance with any provisions of the terms does not constitute a waiver of that provision and the Supplier shall be entitled to insist upon compliance with all provisions of these terms at any time.
6. The parties agree that in the event that the Supplier, prior to approving credit, grants to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier or any of the terms of this Agreement nor be construed or be taken either directly or by implication as a grant by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the Notice.
7. In the event of the Supplier granting credit facilities to the Customer then the following terms apply:
  - (i) the Customer will pay all accounts as required by due date, being the 21<sup>st</sup> day of the month following the month of purchase;
  - (ii) should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within 7 days of the date of demand and the Supplier shall be entitled to charge interest at the rate of 15 per centum per annum, on all overdue accounts from the due date until the date of actual payment;
  - (iii) The Customer agrees to pay any and all costs, commissions and legal costs and expenses on a full indemnity basis whatsoever arising from the collection of any overdue monies. Such interest, costs and commissions and legal expenses may be recovered as a liquidated debt;
  - (iv) The Supplier may at any time from time to time without assigning any reason therefore refuse to extend any further credit to the Customer and the Customer agrees that the approval of the Supplier does not require the Supplier to extend to the Customer any particular amount of credit.; and
  - (v) the Supplier is entitled at any stage during the continuance of this Agreement to request that the Customer provides additional security.
8. The Customer acknowledges that the goods supplied by the Supplier will remain the property of the Supplier until the Supplier receives payment for same. The Supplier agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business however if any of the goods are sold or otherwise disposed of by the Customer before ownership and title pass the Customer will hold the proceeds of such sale or disposition on trust for the Supplier and will be accountable for such proceeds until the purchase price in respect of the goods has been paid in full.
9. In the event of the Customer defaulting in any of the terms of this Agreement, then the Supplier has the right, without giving notice, to retake possession of the goods supplied to the Customer by the Supplier and the Customer authorises and allows the Supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purposes of retaking possession of the same and the Supplier will not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods and funds.
10. The Supplier may grant to the Customer such variations in credit accommodation or other indulgence as it sees fit from time to time without affecting its rights or liability under this Agreement.
11. If the Customer is a trustee of a trust the trustee of the trust is liable for the amount overdue and the assets of the trust may be used to meet the payment of the overdue accounts.
12. The Customer must advise the Supplier in writing 14 days prior to there being any change in business structure or address shown in Schedule 1. Notwithstanding any change in the Customer's business structure or any advice by it to the Supplier of such change the Customer will remain liable for all goods and services requested by it or on its behalf until it has received written confirmation from the Supplier that its account has been closed full payment received and a new account has been opened in the name of the new entity.
13. The Customer charges the land upon which the goods are situated or the work carried out and other land owned or in the future acquired by the Customer from time to time and the Customer agrees immediately upon being required to do so by the Supplier to enter into a mortgage or charge to be prepared by the Supplier's solicitor to secure any sum due hereunder and the Customer further agrees and permits and authorises the Supplier to register a caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of this Agreement.

14. For the purpose of this document the words "GOODS" shall mean, all goods and chattels, and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges, of whatsoever nature associated with the supply and manufacture, construction, repair of the goods supplied to the Customer and all the terms and conditions of this Agreement shall relate to any charge herein before mentioned imposed by the Supplier on the Customer.
15. The parties agree that if any provision or part of a provision of this Agreement is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect.
16. The Supplier is not liable for any costs incurred in the completing of this application form and is not in any way obliged to give reasons if credit is denied.
17. This Agreement is governed by and construed in accordance with the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.
18. The Applicant, and signatories on behalf of the Applicant in their personal capacity, agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) contained in this document.
19.
  - a) The Guarantor guarantees to the Supplier the due performance, observance and fulfilment by the client of all of its obligations under this agreement;
  - b) the Guarantor agrees to indemnify the Supplier against any and all loss, damage, costs and expenses suffered or incurred by the Supplier as a result of failure by the client to pay any money or to perform, observe or fulfil any of its obligations under this agreement;
  - c) the Guarantor acknowledges that this guarantee and indemnity is irrevocable and that it remains bound by this guarantee and indemnity until a written release is given by the Supplier;
  - d) the Guarantor agrees that its obligations under this guarantee and indemnity continue and remain unaffected despite anything that happens to the client, including the client being placed in receivership, administration or liquidation, and including the winding-up of the client and despite the Supplier allowing the client any time to rectify any default under this agreement;
  - e) the Guarantor agrees that its obligations under this guarantee and indemnity shall continue even if any of the other terms of this agreement are or become unenforceable. The Guarantor further agrees that its liability is a principal and irrevocable obligation owed to the Supplier;
  - f) in the event of any payment which might be made by the client to the Supplier becoming avoided by a statutory provision or otherwise, the liability of the Guarantor under this guarantee and indemnity shall be deemed not to have been discharged in respect of such payment and in the event of any such payment becoming so avoided, then it is expressly agreed and declared that the parties to this agreement shall forthwith be restored to the rights which each respectively would have had if such payment had not been made;
  - g) until the Supplier has received in full all moneys owing from the client, the Guarantor shall be bound by this agreement and in the event of the client becoming insolvent or entering into any scheme of arrangement in favour of creditors or entering into administration or liquidation either voluntarily or involuntarily, the Guarantor shall not be entitled to prove or claim against the trustee or liquidator or administrator in competition with the Supplier so as to diminish any dividend or payment which the Supplier may receive and any such claim by the Guarantor shall not prejudice or affect the right of the Supplier to recover from the client or the Guarantor the moneys due to it.
20. Where more than one customer or guarantor enters this agreement, the terms of this agreement bind them jointly and each of them severally.
21. The Guarantor/s agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) contained in this document.

Application is hereby made for a credit trading account with the Supplier and I/we agree to be bound to the above terms.

**CUSTOMER/APPLICANT/S ACKNOWLEDGEMENTS**

The Customer and Signatories appearing below acknowledge receipt of a copy of the Agreement and upon acceptance by the Supplier by way of written notice or the supply of goods or services and having read agree to be bound by the terms of the Agreement.

**THE SUPPLIER**

**FUEL DISTRIBUTORS OF WESTERN AUSTRALIA PTY LTD ABN: 11 087 051 778**  
(in accordance with the Corporations Act 2001)

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**TO BE COMPLETED BY SOLE TRADER, PARTNERSHIP, TRUSTEE OR INDIVIDUAL**

**THE CUSTOMER :**

SIGNATURE: .....

PRINT NAME ..... TITLE: .....

SIGNATURE: .....

PRINT NAME ..... TITLE: .....

WITNESS : ..... PRINT NAME .....

**Date:** .....

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**TO BE COMPLETED BY COMPANY/PTY LTD COMPANY**

Signed on behalf of the Customer/applicant by

Executed by      Signature: .....

Print Name \_\_\_\_\_

ABN: .....

in accordance with the Corporations Act 2001:

Director/Secretary                      Print name \_\_\_\_\_

Signature \_\_\_\_\_

Director/Secretary                      Print name \_\_\_\_\_

Signature \_\_\_\_\_

Witness Name: \_\_\_\_\_              Signature \_\_\_\_\_

**THE GUARANTOR**  
**( If Customer is a Company )**

Guarantor                                  Print name \_\_\_\_\_

Signature \_\_\_\_\_

Guarantor                                  Print name \_\_\_\_\_

Signature \_\_\_\_\_

Witness                                      Print name \_\_\_\_\_

**OFFICE USE ONLY**

APPLICATION APPROVED BY: ..... LOCATION: .....

DATE OF APPROVAL      /      /      CREDIT LIMIT \$