

**Head Office:** 120 Flores Road, PO Box 119, Geraldton WA 6531  
**Web:** [www.refuelaustralia.com.au](http://www.refuelaustralia.com.au)

**Phone:** (08) 9920 8000  
**Email:** [credit@refuelaus.com.au](mailto:credit@refuelaus.com.au)

Applicant's Full Legal Name: ..... ("the Customer")

Trading Name (If different from above): .....

Legal Structure (✓ Appropriate box): Sole Trader  Partnership  Pty Ltd Co  Public Co

Date of Incorporation: ..... ACN: ..... ABN: .....

Business Address: ..... State: ..... Postcode: .....

Postal Address (for mailing of accounts): ..... State: ..... Postcode: .....

Telephone: ..... After Hours: .....

Facsimile: ..... Mobile: .....

Email Address: .....

Nature of Business: ..... Date Business Commenced: .....

If a Company – Paid up capital: \$..... Authorised Capital: \$..... Yearly Turnover: \$.....

If subsidiary Company – Name of parent company: .....

List any associated or subsidiary companies: .....

If the Company is a Trustee of a Trust, Name of that Trust: .....

Date of appointment of Trustee: ..... Date of creation of Trust: .....

Full Names of Beneficiaries of the Trust:

1. .... 2. ....

3. .... 4. ....

**OWNERSHIP please insert Owner(s) / Directors Name(s) in full:**

1. .... Address: ..... Date of Birth: .....

Phone No: ..... Driver's Licence No: ..... How long at this address: .....

Previous address if less than 3 years: ..... Home: (✓ Appropriate box): Owned  Rented  Buying

2. .... Address: ..... Date of Birth: .....

Phone No: ..... Driver's Licence No: ..... How long at this address: .....

Previous address if less than 3 years: ..... Home: (✓ Appropriate box): Owned  Rented  Buying

3. .... Address: ..... Date of Birth: .....

Phone No: ..... Driver's Licence No: ..... How long at this address: .....

Previous address if less than 3 years: ..... Home: (✓ Appropriate box): Owned  Rented  Buying

4. .... Address: ..... Date of Birth: .....

Phone No: ..... Driver's Licence No: ..... How long at this address: .....

Previous address if less than 3 years: ..... Home: (✓ Appropriate box): Owned  Rented  Buying

Have any of the Directors or Proprietors been bankrupt or associated with an Insolvent Company or made agreements with creditors?

(✓ Appropriate box): Yes  No  If yes:

Name of Company: ..... Year of Bankruptcy/Insolvency: .....

Explanation of Circumstances: .....

Names and Details of any previous Business or Occupations: .....

Premises Owned/Leased and by whom: Company  Director  Leased

If owned list Market value: \$..... If leased from whom: .....

**Detail below properties owned by either the applicant/partners or directors of applicant company:**

Address: ..... Mortgages: \$..... Approx Value \$..... Equity: \$.....

Address: ..... Mortgages: \$..... Approx Value \$..... Equity: \$.....

Address: ..... Mortgages: \$..... Approx Value \$..... Equity: \$.....

Name of Bank: ..... Branch: ..... How long?:.....

Bank Overdraft available \$..... Security for bank Overdraft: .....

Name of Accountants/Auditors/Tax Agent: .....

**ASSETS (\$Dollars)**

Cash/Bank: (approx) .....

Sundry Debtors: .....

Stock Value: .....

Plant Value: .....

Fixtures & Fittings: .....

Real Estate Value: .....

Motor Vehicle Value: .....

Other Assets: .....

Work in Progress: .....

**TOTAL:** .....

**LIABILITIES (\$Dollars)**

Sundry creditors: .....

Bank Overdraft: .....

Loans: .....

Debentures: .....

Mortgages: .....

H.P.A. / Lease: .....

Bills of Sale: .....

Taxation: .....

Other Liabilities: .....

**TOTAL:** .....

(In lieu of the above, latest balance sheet or statement of affairs is acceptable)

Are financial statements available if required? ✓ Yes  No  If YES person to contact: .....

Are assets of the company or firm encumbered? ✓ Yes  No  If YES to what amount: .....

To Whom: ..... Do you always quote order numbers? ✓ Yes  No

How did you hear about us?: .....

**Please note that cards do attract an annual fee**

Number of Cards required? Starcards: ..... White Cards: .....  
 Rego identifier: Card 1: ..... Card 2: ..... Card 3: ..... Card 4: .....  
 4 digit Pin No.: Card 1: ..... Card 2: ..... Card 3: ..... Card 4: .....

Previous or Current Fuel Supplier: .....  
 Person authorising payment of account: ..... Position: .....  
 Estimated Monthly Purchases: \$ .....

**Trade References: (Major suppliers only)**

Telephone: .....

- 1) .....
- 2) .....
- 3) .....
- 4) .....

**Accounts of Individuals please complete the following:**

Vehicle Registration Number: ..... Motor Vehicle Drivers Licence Number: .....  
 Name of Personal Reference: ..... Telephone: .....  
 Address of Personal Reference: .....  
 Employer: ..... How long?: .....  
 Salary: ..... Tax File Number: .....  
 Telephone: .....  
 Home Ownership: Lease: ..... Rental: ..... Mortgage: .....  
 Marital Status: ..... Any court action in last 5 years: .....  
 Number of Dependents: ..... Other Repayments: .....  
 Date of Birth: ..... Accountants Name: .....

I certify that the above information is true and correct and that I am duly authorised to make this application for credit, and enter into contracts, on behalf of the Customer. I have read and understood the TERMS AND CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT (on pages 4 and 5 overleaf or attached) of Geraldton Fuel Company Pty Ltd which form part of, and are intended to be read with this Credit Account Application Form. The Customer agrees to be bound by the TERMS AND CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT.

**Please note, if the Customer is a company, its directors are also required to sign the Guarantee & Indemnity on page 6.**

Applicant  
 Name (Print): .....  
 Address: .....  
 State: ..... Postcode: .....

Witness  
 Name (Print): .....  
 Address: .....  
 State: ..... Postcode: .....

Signature

Signature

Applicant  
 Name (Print): .....  
 Address: .....  
 State: ..... Postcode: .....

Witness  
 Name (Print): .....  
 Address: .....  
 State: ..... Postcode: .....

Signature

Signature

Dated this ..... Day of ..... 20.....

**TERMS AND CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT**
**1. DEFINITIONS**

- 1.1 "Refuel Australia" means Geraldton Fuel Company Pty Ltd ACN 002 844 162 and includes any holding company, subsidiary or related body corporate, any business owned or operated by the Refuel Australia and the successors, transferees and assigns of any one or more of the companies or entities herein described.
- 1.2 "Customer" means the entity that has contracted with Refuel Australia to buy Goods and/or Services.
- 1.3 "Goods" means any goods supplied by Refuel Australia, its manufactures and/or its agents and suppliers (or ordered by the Customer but not yet supplied) including, and in no way limited to fuel products, equipment, fixtures or merchandise.
- 1.4 "Price" means the cost of the Goods and/or Services as agreed between Refuel Australia and the Customer and includes all out of pocket expenses Refuel Australia incurs on the Customer's behalf subject to clause 5 of this contract.
- 1.5 "Schedule" means the Schedule to this contract.
- 1.6 "Services" means any services provided by Refuel Australia to the Customer.

**2. ACCEPTANCE**

- 2.1 Any instructions received by Refuel Australia from the Customer for the supply of Goods and/or Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
- 2.2 The Customer warrants that the information in the Schedule is true and current and complete in every particular.

**3. PRECEDENCE**

- 3.1 The Customer acknowledges that these Terms and Conditions of Application for Commercial Credit take precedence over any terms and conditions contained in any document provided by the Customer.

**4. PRIVACY ACT 1988 (AS AMENDED)**

- 4.1 Refuel Australia collects personal information about the Customer (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy and its Credit Reporting Policy. Both of these policies may be located at [www.refuelaus.com.au](http://www.refuelaus.com.au). A hardcopy of these policies can also be provided to the Customer free of charge, upon request.
  - 4.1.1 The Privacy Policy sets out: the personal information Refuel Australia collects; how Refuel Australia collects and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of Refuel Australia's management of the information;
  - 4.1.2 The Credit Reporting Policy sets out: the types of credit related personal information Refuel Australia collects; how it is collected, why it is collected; how Refuel Australia may use and disclose the credit related personal information, including the credit reporting bodies to which Refuel Australia is likely to disclose the Customer's credit related personal information to; and how a complaint may be made in respect of Refuel Australia's management of the credit related personal information.
- 4.2 By the Customer providing instructions to Refuel Australia for the supply of Goods, the Customer is consenting to Refuel Australia collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information (including credit related personal information) in accordance with the terms of Refuel Australia's Privacy Policy, its Credit Reporting Policy and in accordance with Australia's privacy laws

**5. PRICE**

- 5.1 The Price shall, at Refuel Australia's sole discretion, be:
  - 5.1.1 as stated on any invoice provided by Refuel Australia to the Customer; or
  - 5.1.2 Refuel Australia's quoted price (subject to clause 7).

**6. PAYMENT**

- 6.1 Subject to clause 6.2, full payment of the Price shall be due on date/s determined by Refuel Australia, which may be:
  - 6.1.1 the 14<sup>th</sup> day of the month immediately following the month of delivery or supply as stated on the invoice; or
  - 6.1.2 the due date specified on Refuel Australia's invoice, whichever date is earlier.
- 6.2 Payment for any amount outstanding shall be deemed immediately due and payable in any of the following circumstances:
  - 6.2.1 there is non-payment of any sum by the due date;
  - 6.2.2 Refuel Australia forms the view that the Customer will not pay any sum by its due date;
  - 6.2.3 any Goods in the possession of the Customer are materially damaged;
  - 6.2.4 the Customer is bankrupted or enters administration, liquidation or receivership;
  - 6.2.5 a Court judgment is entered against the Customer and remains unsatisfied for seven (7) days;

6.2.6 any material adverse change in the financial position of the Customer.

- 6.3 Interest accrues on any amount owing after the due date at the current bank overdraft rate charged to Refuel Australia by its bank plus 3.00% per month, calculated daily from the first day overdue until payment.
- 6.4 All payments to be made by the Customer will be made without set-off (whether arising at law or in equity) or counterclaim (whether arising at law or in equity) and free and clear of any withholding or deduction whatsoever, unless prohibited by law.
- 6.5 The Customer shall pay (on a full indemnity basis) any and all expenses, disbursements, collection costs and legal costs which Refuel Australia have incurred or are liable to pay, in connection with the enforcement of any rights and/or preservation of any rights contained in this contract.
- 6.6 For the purposes of clause 6.5, the Customer acknowledges that collection costs may be calculated on a commission basis at a percentage rate of up to 20% of the amount due and expressly agrees to pay for those expenses as liquidated damages on demand, irrespective of whether (a) Refuel Australia are not liable to pay the collection agent the commission until the Customer has made payment of the Customer's overdue debt (or any portion thereof) and/or (b) the amount of work actually performed by the collection agent before the Customer makes a payment for an overdue debt.
- 6.7 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until it results in Refuel Australia receiving cleared funds for the entire amount of the negotiable instrument.
- 6.8 A notice signed by an officer of Refuel Australia stating the amount payable pursuant to this contract shall be conclusive evidence of the amount of debt owing.

**7. QUOTATION**

- 7.1 Where a quotation is given by Refuel Australia for Goods:
  - 7.1.1 unless otherwise agreed the quotation shall be valid for 30 days from date of issue;
  - 7.1.2 the quotation shall be exclusive of goods and/or services tax unless specifically stated to the contrary;
  - 7.1.3 Refuel Australia reserves the right to alter the quotation because of circumstances beyond its control including and, in no way limited to, increases in the price charged by its suppliers for products and/or services.
- 7.2 Where Goods and/or Services are required in addition to the quotation, the Customer agrees to pay for the additional cost of such Goods and/or Services.

**8. RISK TO GOODS AND DELIVERY**

- 8.1 Risk in any Goods shall pass when the Goods are delivered to the Customer or to the location nominated by the Customer. It is the Customer's obligation to insure the Goods from the point of delivery.
- 8.2 Unless Refuel Australia agrees in writing to the contrary, Refuel Australia will arrange delivery of the Goods to the Customer to the point of delivery.
- 8.3 The cost of freight and insurance to the point of delivery shall be at the Customer's expense and shall form part of the Price.
- 8.4 The Customer is responsible for unloading the Goods at the point of delivery.
- 8.5 Refuel Australia shall not be liable for:
  - 8.5.1 late delivery or non-delivery of Goods;
  - 8.5.2 any loss, damage or delay suffered by the Customer arising from the late or non-delivery of Goods; and
  - 8.5.3 any loss or damage to Goods in transit.
- 8.6 Refuel Australia will assist the Customer as necessary in pressing claims against carriers in relation to loss or damage to Goods in transit.

**9. TITLE AND PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**
**Goods**

- 9.1 Whilst risk in the Goods passes on delivery, legal and beneficial title in the Goods shall remain with Refuel Australia until it has received payment in full for all monies owed by the Customer.
- 9.2 Until Refuel Australia has received payment in full for all monies owed by the Customer, Refuel Australia reserves the following rights:
  - 9.2.1 legal and beneficial ownership of the Goods;
  - 9.2.2 the right to enter the Customer's premises and retake possession of the Goods;
  - 9.2.3 the right to keep or resell any Goods repossessed under sub-clause 9.2.2; and
  - 9.2.4 any other rights it may have at law or under the PPSA.
- 9.3 Where, pursuant to sub-clause 9.2.3:
  - 9.3.1 Refuel Australia resells the Goods repossessed, it is agreed that Refuel Australia may credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or

- 9.3.2 Refuel Australia retains possession of the repossessed Goods, it is agreed that Refuel Australia may credit the Customer's account with the invoice value less such sum as Refuel Australia reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.
- 9.4 Refuel Australia shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of any action taken to repossess the Goods.
- 9.5 The Customer shall store the Goods separately from other items and in a manner which clearly identifies the Goods as Refuel Australia's property.
- 9.6 If the Goods are resold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the purchase price of the Goods sold in a separate identifiable account as the beneficial property of Refuel Australia and shall pay such amount to Refuel Australia upon request;
- 9.7 If the Goods are attached, fixed, or incorporated into any property of the Customer, title in the Goods shall remain with Refuel Australia until the Customer has made payment for all monies owed to Refuel Australia and where those Goods are mixed with other property so as to be part of or a constituent of any new product, title to these products shall be deemed to be assigned to Refuel Australia as security for the full satisfaction by the Customer of the full amount owing to Refuel Australia.
- 9.8 Until Refuel Australia receives payment for Goods in full, the Customer acknowledges that Refuel Australia has a Purchase Money Security Interest ("PMSI") which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to Refuel Australia.
- General**
- 9.9 Upon assenting to these Terms and Conditions of Trade, the Customer acknowledges and agrees that these Terms and Conditions of Trade constitute a Security Agreement for the purposes of the PPSA.
- 9.10 The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and signed) which Refuel Australia asks and considers reasonably necessary for the purposes of:
- 9.10.1 ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;
- 9.10.2 enabling Refuel Australia to apply for any registration, or give any notification, in connection with the Security Interest created under this Agreement so that the PMSI and/or Security Interest has the priority required by Refuel Australia.
- 9.11 To the extent permitted by law, the Customer irrevocably waives its right to:
- 9.11.1 receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
- 9.11.2 redeem the Goods under section 142 of the PPSA;
- 9.11.3 reinstate the Agreement under section 143 of the PPSA;
- 9.11.4 receive a Verification Statement.
- 9.12 Nothing in clause 9 prevents Refuel Australia from taking collection or legal action against the Customer to recover any monies owed from time to time.
- 10. DISPUTES**
- 10.1 No claim relating to Goods and/or Services will be considered unless made in writing within 7 days from the date of delivery.
- 11. LIABILITY**
- 11.1 All implied conditions, warranties and undertakings other than the statutory guarantees set out in Schedule 2 of the Competition and Consumer Act 2010 are expressly excluded to the extent permitted by law.
- 11.2 Where the Goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then Refuel Australia's liability is limited, at its option, to anyone or more of the following:
- 11.2.1 the replacement or supply of the equivalent of the Goods;
- 11.2.2 the repair of the Goods;
- 11.2.3 the payment of the costs of replacing the Goods or acquiring their equivalent; or
- 11.2.4 the payment of the costs of having the Goods repaired.
- 11.3 Where the Services are of a kind other than Services ordinarily provided for personal, domestic or household use, then Refuel Australia's liability is limited, at its option, to any one or more of the following:
- 11.3.1 the provision of the equivalent Services;
- 11.3.2 the provision of the Services;
- 11.3.3 the payment of the costs of providing the Services or providing their equivalent; or
- 11.3.4 the payment of the costs of having the Services provided.
- 11.4 Subject to the Customer's rights under Schedule 2 of the Competition and Consumer Act 2010 ("CCA"), Refuel Australia shall not be liable for:
- 11.4.1 any loss or damage of any kind whatsoever, arising from the Goods, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Goods; and
- 11.4.2 the Customer shall indemnify Refuel Australia against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Refuel Australia or otherwise, brought by any person in connection with any matter, act, omission, or error by Refuel Australia, its agents or employees in connection with the Goods.
- 12. WARRANTY**
- 12.1 Manufacturer's warranty applies to the Goods where applicable.
- 12.2 The Customer acknowledges that Refuel Australia does not make any representations or warranties regarding the Goods and/or Services or any matter which is or might be relevant to the Customer buying or selling the Goods and/or Services other than the representations or warranties expressed in this contract.
- 13. TERMS OF CREDIT**
- 13.1 The Customer acknowledges that it has no right to credit or a credit facility from Refuel Australia and the granting of any credit or credit facility by Refuel Australia in respect to the supply of the Goods and/or Services will be at Refuel Australia's absolute discretion.
- 13.2 Where Refuel Australia is of the opinion any security provided pursuant to clause 9 has diminished in value at any time or withdrawn, Refuel Australia has absolute discretion to close the credit facility and/or refuse to grant further credit to the Customer.
- 14. CANCELLATION**
- 14.1 Orders placed with Refuel Australia cannot be cancelled without the written approval of Refuel Australia. In the event that Refuel Australia accepts the cancellation of any order placed, it shall be entitled to charge a reasonable fee for any work done to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
- 15. CHARGE**
- 15.1 The Customer hereby charges in favour of Refuel Australia all of the Customer's estate and interest in any land, freehold or leasehold, in which the Customer now has or which it may later acquire any such interest in, with payment of all monies owing by the Customer to Refuel Australia from time to time and hereby consents to Refuel Australia lodging a caveat or caveats which note Refuel Australia's interest.
- 16. JURISDICTION**
- 16.1 These terms and conditions and all matters concerning the business relationship between Refuel Australia and the Customer shall be governed by the law of the State of Western Australia and the parties submit to the non-exclusive jurisdiction of the court located in Perth, Western Australia for the conduct of any litigation.
- 17. MISCELLANEOUS**
- 17.1 The Customer shall immediately notify Refuel Australia in writing upon any change of the proprietors, shareholders or directors of the customer, or any information set out in the schedule, of such change and the Customer will indemnify Refuel Australia for any loss arising from the Customers failure to so notify.
- 17.2 Any notice or demand required to be served, given or made under this contract shall be sufficiently served on the Customer if addressed to the Customer or the Company (as the case may require) and posted by ordinary mail addressed to the addressee at its usual or last known place of business and shall be deemed served two days after having been posted.
- 17.3 Refuel Australia shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 17.4 Failure by Refuel Australia to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of its rights or obligations under this contract.
- 17.5 If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- 17.6 Any variation of the terms and conditions contained in this contract must be agreed to in writing by Refuel Australia for it to have any legal effect.
- 17.7 Where two or more persons constitute the Customer their liability shall be joint and several.
- 17.8 If the Customer is entering into this contract as trustee of a trust, then the Customer represents and warrants to Refuel Australia that the Customer is liable both personally and in its capacity as trustee and the Customer has power and authority as trustee of the trust to enter into this contract and is doing so for a proper purpose. Further the Customer is entitled to be indemnified fully out of the trust property for its liabilities and obligations as trustee under this contract before the claims of the beneficiaries.

**DEED OF PERSONAL GUARANTEE & INDEMNITY**

In consideration of **Geraldton Fuel Company Pty Ltd** ACN 002 844 162 ("**Refuel Australia**") granting the Customer (as named in the Credit Account Application Form and which forms a part of this document) credit, **I/WE hereby agree:**

1. to personally guarantee to Refuel Australia the due and punctual payment by the Customer of all monies at any time owing and payable by the Customer to Refuel Australia, including any monies in excess of any credit limit granted to the Customer whether or not approved by the Customer and/or us, at the time of this Guarantee or at any subsequent time;
2. that this is a continuing guarantee;
3. to indemnify Refuel Australia against all loss or damage arising from any past, present or future dealing with the Customer or any of us;
4. that our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Refuel Australia or any grant to any of the Guarantors of a release whether in whole or in part from any obligation contained in, or implied by, this guarantee;
5. that our liability under this guarantee shall not be avoided, released or affected by Refuel Australia making any variation or alteration in terms of any agreement with the Customer;
6. that our liability under this guarantee shall not be avoided, released or affected by the Customer entering into a Deed of Company Arrangement (DOCA) or by Refuel Australia voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
7. that this guarantee becomes binding on those of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee;
8. that Refuel Australia is entitled to recover against any of us (as a Guarantor) without having first taken steps to recover against the Customer or any other Guarantor;
9. that this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from Refuel Australia that we are released from our obligations and liabilities under this guarantee;
10. that if Refuel Australia forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that Refuel Australia is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, Refuel Australia's rights are reinstated in relation to the debt that Refuel Australia applied the payment to (as if the payment had never been made) and I/we shall be liable to pay Refuel Australia the amount it disgorges to the Liquidator;
11. to further indemnify Refuel Australia against any and all losses and legal costs (on a full indemnity basis) that Refuel Australia directly or indirectly incurs as a result of disgorging monies to a Liquidator of the Customer;
12. to hereby jointly and severally charge in Refuel Australia's favour all our estate and interest in any land, whether freehold or leasehold, in which we now have any legal or beneficial interest, or in which we later acquire any such interest in, with payment of all monies owed by the Customer or any of us and consent to Refuel Australia lodging a caveat or caveats which note Refuel Australia's interest in or over any of our real property;
13. to sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary;
14. to be liable for all Refuel Australia's collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce Refuel Australia's rights under this Guarantee and the Indemnity.

**GENERAL:**

- "I", and "We" and "us" means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this Guarantee shall not affect the validity or enforceability of the remaining provisions.

***I/We have read and understood this document and have been given an opportunity to seek independent legal advice prior to signing it.***

**Sealed, Signed and Delivered as a Deed**

Guarantor  
Name (Print):.....Signature:.....Date: .....

Witness  
Name (Print):.....Signature:.....Date: .....

Guarantor  
Name (Print):.....Signature:.....Date: .....

Witness  
Name (Print):.....Signature:.....Date: .....



## DIRECT DEBIT REQUEST

I / We (insert name/s in full) .....

Of address ..... State: ..... Postcode: .....

authorise you until further notice in writing to debit my/our account described in the Schedule below, any amounts which Geraldton Fuel Company Pty Ltd (ACN 002 844 162) **User ID 474834** may debit or charge to me/us through the direct debit request system due in terms of the repayment arrangements contained in my/our trading account application.

I / We understand and acknowledge that this Direct Debit arrangement is governed by the terms of the Direct Debit Request Service Agreement on the reverse of this form.

### The Schedule

#### Details of Account to be Debited

My / Our Account Name: ..... Financial Institution Name: .....

Bank/State/Branch No.:   Account Number:

Signature .....

Signature .....

Date: \_\_\_/\_\_\_/\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**NB Please provide a copy of your nominated account's statement for verification of account details.**

**TERMS OF THE DIRECT DEBIT REQUEST SERVICE AGREEMENT****1. DEFINITIONS**

- 1.1 "Account" means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- 1.2 "Agreement" means this Direct Debit Request Service Agreement between you and us.
- 1.3 "Business day" means a day other than a Saturday or a Sunday or a Western Australian public holiday.
- 1.4 "Debit day" means the day that payment by you to us is due.
- 1.5 "Debit payment" means a particular transaction where a debit is made.
- 1.6 "Direct debit" request means the Direct Request between us and you (and includes any Form PD-C approved for us in the transitional period).
- 1.7 "Our, us or we" means Geraldton Fuel Company Pty Ltd ACN 002 844 162 ("trading as Refuel Australia") which you have authorised by signing a direct debit request.
- 1.8 "Transitional period" means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.
- 1.9 "You or your" means the customer or customers who signed the direct debit request.
- 1.10 "Your financial institution" means the financial institution where you hold the account that you have authorised us to arrange to debit.
- 1.11 "Your trading account application" means the trading account application completed by you or to be completed by you with Refuel Australia which sets out the terms and conditions of your trading account with Refuel Australia.

**2. DEBITING YOUR ACCOUNT**

- 2.1 Any instructions received by Refuel Australia from the Customer for the supply of Goods and/or Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
- 2.2 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request, this agreement and your trading account application for the terms of the arrangement between us and you.
- 2.3 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 2.4 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has been debited you should ask your financial institution.
- 2.5 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.

**3. CHANGES BY US**

- 3.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

**4. CHANGES BY YOU**

- 4.1 Subject to 3.2 and 3.3 you may change the arrangements under a direct debit request by contacting us.
- 4.2 If you request us to stop or defer a debit payment you must notify us in writing at least three (3) business days before the next debit day. We will notify you if your request to stop or defer a debit payment has been approved.
- 4.3 You may not cancel your authority for us to debit your account. The terms and conditions which refer to payments under your trading account application state (amongst other things) that payments due under your trading account application must be made by direct debit from an account at a bank or financial institution acceptable to us. If you cancel your authority for us to debit your account, then you may be in default under your trading account application.

**5. YOUR OBLIGATIONS**

- 5.1 It is your responsibility to ensure that there are sufficient clear funds available in your account allow a debit payment to be made in accordance with the direct debit request.
- 5.2 If there are insufficient clear funds in your account to meet a debit payment:
  - 5.2.1 you may be charged a fee and/or interest by your financial institution;
  - 5.2.2 you may also incur fees or charges imposed or incurred by us;
  - 5.2.3 you may be in default under your trading account application; and
  - 5.2.4 you must arrange for the particular debit payment which has declined to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 5.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 5.4 If we are liable to pay goods and services tax ("GST") on a supply made by us in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

**6. DISPUTE**

- 6.1 If you believe that there has been an error in debiting your account, you should notify us in writing as soon as possible so that we can resolve your query more quickly.
- 6.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arrangement for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 6.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 6.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance.

**7. ACCOUNTS**

- 7.1 You should check:
  - 7.1.1 with your financial institution whether direct debiting is available from your account, as direct debiting is not available on all accounts offered by financial institutions; and
  - 7.1.2 that your account details which you have provided to us are correct by checking them against a recent account statement or with your financial institution, before completing the direct debit request.

**8. CONFIDENTIALITY**

- 8.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable effort to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 8.2 We will only disclose information that we have about you:
  - 8.2.1 to the extent specifically required by law; or
  - 8.2.2 for the purposes of this agreement (including disclosing information in connection with any query or claim).

**9. NOTICE**

- 9.1 If you wish to notify us about anything relating to this agreement, you should write to us.
- 9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 9.3 Any notice will be deemed to have been received two business days after it is posted.

Execution by you of the direct debit request deems you to have read and understood the terms of this Direct Debit Request Service Agreement.