Geraldton Fuel Company Pty Ltd
ACN 002 844 162 | ABN 29 002 844 162
120 Flores Road, Geraldton WA 6530
PO Box 119, Geraldton WA 6530
(08) 9920 8000
credit@refuelaus.com.au
@ https://www.refuelaus.com.au/

APPLICATION FOR COMMERCIAL CREDIT

The Customer described in this document (**Customer**, **you**) applies to Geraldton Fuel Company Pty Ltd (ACN 002 844 162) (**Supplier**, **we**, **us**) to supply Goods and Services on credit on the terms set out in this document.

Please ensure you have completed all parts of this document before you submit your application. ***A failure to complete any part of this document, or to sign this document, may result in delays in processing your application or its rejection.***

Customer Details

Operating Structure:	☐ Sole Trader	☐ Partnership	☐ Private Co.	☐ Public Co.	☐ Trust	☐ Other
Name of Entity / Trustee:						
Trading Name (if any):						
Trust Name (if a trust):						
ACN (if applicable):			**ABN:**			
Business Address:						
Postal Address:						
Business Telephone:						
Business Email Address:						
Date Business Commenced:			**Nature of Business:**			
Purchasing Contact:			**Telephone No.:**			
Email Address:						
Accounts Payable Contact:			**Telephone No.:**			
Email Address:						

Credit Details

Estimated Monthly Spend:	$	**Credit Limit Requested:**	$

Details of Sole Trader / Directors / Partners

Full Name:		**Date of Birth:**	
Mobile No.:		**Driver's Licence No.:**	
Email Address:		**Vehicle Registration No:**	
Residential Address:			

Full Name:		**Date of Birth:**	
Mobile No.:		**Driver's Licence No.:**	
Email Address:		**Vehicle Registration No:**	
Residential Address:			

Please attach a list if there are additional partners or directors. Please provide a copy of the driver's licence (front and back) for each of the above-named persons.

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.
YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.

Trade References

Business Name:		**Telephone No.:**	
Contact Person:			
Email Address:			

Business Name:		**Telephone No.:**	
Contact Person:			
Email Address:			

Business Name:		**Telephone No.:**	
Contact Person:			
Email Address:			

Fuel Cards

Number of Fuel Cards (Ampol):		**Number of Fuel Cards (White/Local):**	
Fuel Card 1 Rego Identifier:		**4 Digit Pin No:**	
Fuel Card 2 Rego Identifier:		**4 Digit Pin No:**	
Fuel Card 3 Rego Identifier:		**4 Digit Pin No:**	
Fuel Card 4 Rego Identifier:		**4 Digit Pin No:**	

Authorised Products (Ampol Card Only) Note: where no Authorised Products are selected you will be deemed to have selected all Authorised Products

Diesel	☐	**LAF 91**	☐	**AdBlue**	☐
Amplify Diesel	☐	**Amplify 95**	☐	**Lubricants**	☐
ULP	☐	**Amplify 98**	☐	**Shop**	☐

Declaration and Execution

Each signatory to this document warrants that they, on behalf of the Customer:

- need only sign this document if they are seeking to trade on credit terms;
- have read, understand, and agree to the **Privacy Statement**;
- have read, understand, and agree to the **Credit Facility Terms**;
- have read, understand, and agree to the **Terms of Trade**, which may be found at https://www.refuelaus.com.au/ or upon request by email to credit@refuelaus.com.au;
- acknowledge and agree that this document is an agreement incorporating each of the above documents (**Credit Application**);
- understand that if the Customer is a company that the establishment of a credit facility may be conditional upon the Customer's directors each executing the **Deed of Guarantee and Indemnity**; and
- have had the opportunity to obtain independent legal advice prior to signing this Credit Application and (if applicable) the Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.

Additionally, each signatory to this document warrants that they, as an individual, have read, understand, and agree to the **Privacy Statement** as if the references in that document to "you" were a reference to each signatory.

Declaration of Purpose for Which Credit is Sought

I/We declare that the credit sought by the Customer from the Supplier is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this credit is wholly or predominantly for business purposes or investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code

Signature: _____ **Signature:** _____

Full Name (please print): _____ **Full Name (please print):** _____

Title / Position: _____ **Title / Position:** _____

Date: _____ **Date:** _____

Direct Debit Request

Request and Authority to Debit the Account Named Below to Pay: Geraldton Fuel Company Pty Ltd (ACN 002 844 162)	
Request and Authority to Debit:	**Surname or Company Name:** _____ **Given name(s) or ACN / ABN:** _____ **Email address:** **Postal address:** (hereinafter, **you**) request and authorise Geraldton Fuel Company Pty Ltd (ACN 002 844 162) (**Supplier**) to arrange, through its own financial institution, for any amount the Supplier may debit or charge you to be debited through the Electronic Clearing System from an Account held at the Financial Institution identified below and paid to the Supplier, subject to the terms and conditions of the Direct Debit Request Service Agreement.
Insert the Name and Address of Financial Institution at Which Account is Held:	**Financial Institution Name:** _____ **Financial Institution Address:** _____
Insert Details of Account to be Debited:	**Account Name:** _____ **BSB Number:** _____ **Account Number:** _____
Acknowledgment:	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and the Supplier as set out in this Request and in the Direct Debit Request Service Agreement attached to this Request.
Payment Details:	Debits may be made when amounts fall due for payment in accordance with your payment terms.
Insert Your Signature and Address (if signing as an individual):	**Signature:** _____ **Name:** _____ **Address:** _____ **Date:** _____
Insert Your Signature and Address (if signing for a company):	**Signature:** _____ **Name:** _____ **Position:** _____ **Address:** _____ **Date:** _____

Direct Debit Request Service Agreement

1 Debiting your account

1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your Account. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request. Or 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.

1.3 If the Debit Day falls on a day that is not a Banking Day, we may direct your Financial Institution to debit your Account on the following Banking Day. If you are unsure about which day your Account has or will be debited you should ask your Financial Institution.

2 Amendments by us

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.

3 Amendments by you

You may change, stop, or defer a Debit Payment, or terminate this Agreement by providing us with at least sixty (60) days' notification by writing to: Geraldton Fuel Company Pty Ltd (ACN 002 844 162), 120 Flores Road / PO BOX 119, Geraldton WA 6531; or by email to credit@refuelaus.com.au; or by phoning us on (08) 9920 8000, during business hours; or arranging it through your own Financial Institution, which is required to act promptly on your instructions.

*__Note__: in relation to the above reference to 'change', your Financial Institution may 'change' your Debit Payment only to the extent of advising us of your new account details.

4 Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in your Account to meet a Debit Payment:

(a) you may be charged a fee and/or interest by your Financial Institution;

(b) you may also incur fees or charges imposed or incurred by us; and

(c) you must arrange for the Debit Payment 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.

4.3 You should check your Account statement to verify that the amounts debited from your Account are correct.

5 Disputes

5.1 If you believe that there has been an error in debiting your Account, you should notify us directly on (08) 9920 8000 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your Financial Institution.

5.2 If we conclude as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for your Financial Institution to adjust your Account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Account has been adjusted.

5.3 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 in writing.

6 Accounts

You should check:

(a) 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.

(b) your Account details which you have provided to us are correct by checking them against a recent Account statement; and

(c) with your Financial Institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7 Confidentiality

7.1 We will keep any information (including your Account details) in your Direct Debit Request confidential. We will make reasonable efforts 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.

7.2 We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

(b) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

8 Notices

8.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to: Geraldton Fuel Company Pty Ltd (ACN 002 844 162), 120 Flores Road / PO BOX 119, Geraldton WA 6531; or by email to credit@refuelaus.com.au.

8.2 We will notify you by sending a notice in the ordinary post to the postal or email address you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received, if emailed, immediately, and if posted, on the third Banking Day after posting.

9 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply.

(a) **Account** means the account held at your Financial Institution from which we are authorised to arrange for funds to be debited.

(b) **Agreement** means this Direct Debit Request Service Agreement.

(c) **Banking Day** means a day that is not a Saturday, Sunday, or gazetted public holiday in Australia.

(d) **Debit Day** means the day that payment by you to us is due.

(e) **Debit Payment** means a particular transaction where a debit is made.

(f) **Direct Debit Request** means the Direct Debit Request between us and you.

(g) **Financial Institution** means the financial institution nominated by you on the Direct Debit Request at which the Account is maintained.

(h) **Supplier**, **we**, **us** means Geraldton Fuel Company Pty Ltd (ACN 002 844 162).

(i) **you** means the Customer or other person who has signed or authorised by other means the Direct Debit Request.

Deed of Guarantee and Indemnity

To: Geraldton Fuel Company Pty Ltd (ACN 002 844 162) (**Supplier**)

1 Consideration

The Guarantors warrant and agree that they have read and agree to the Credit Terms and the Terms of Trade:

(a) incorporated in the Credit Application; and

(b) credit sought by the Customer from the Supplier:

(i) was the subject of their request; and

(ii) would confer a direct or indirect benefit upon them, if granted.

2 Guarantee

2.1 The Guarantors unconditionally guarantee to the Supplier the due and punctual payment by the Customer of all monies and obligations which the Customer owes, or may owe, to the Supplier, either alone, jointly, severally, or jointly and severally with another person, now, or from time to time, including liabilities which the Customer owes actually or as contingent liabilities.

2.2 The Guarantors must pay such money immediately upon demand.

2.3 The guarantee in clause 2.1 is a continuing guarantee and remains in force until the Customer's obligations have been paid and performed in full and any contingent liability that might exist is otherwise secured.

2.4 This deed binds each of the persons executing it even if one or more of the persons named in this deed does not execute, or ceases to be bound by, this deed.

3 Guarantors' obligations

3.1 The Guarantors' obligations are principal obligations and are not ancillary or collateral to any other right or obligation.

3.2 The Supplier is not obligated to proceed against the Customer or exhaust its remedies against the Customer before proceeding under this deed.

3.3 The Guarantors' obligations are absolute, unconditional, and irrevocable, and are not affected by any act or omission which might otherwise affect it at law or in equity, including:

(a) any indulgence of time, waiver, or other concession granted to the Customer or any Guarantor;

(b) the release of any Guarantor;

(c) any incapacity of any Guarantor;

(d) any insolvency or similar proceedings;

(e) any person named in this deed as Guarantor failing to execute this deed;

(f) by any other act, matter, or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of their obligations under this deed;

(g) any security now or in the future held or contemplated to be held by the Supplier not being held by the Supplier; or

(h) any act or omission of the Supplier that has had the effect that the liability under this deed has increased.

4 Indemnity

As a separate obligation, the Guarantors indemnify the Supplier from and against all damage, loss, and costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that the Supplier may suffer or incur as a result of any liability the Supplier has to a liquidator or trustee appointed for any voidable or antecedent transactions for any payment received by the Supplier in respect of the Customer such that if such monies are to be repaid then that sum is to be treated as though it was never paid by the Customer.

5 Limitations on Guarantors' rights

5.1 Until the entirety of all obligations of the Customer have been paid or satisfied in full, the Guarantors must not (except with the Supplier's prior written consent), directly or indirectly:

(a) take any steps to recover or enforce any right or claim against the Customer relating to any sum paid by any Guarantor under this deed;

(b) claim any contribution from, or exercise any right of subrogation against, the Customer or any other Guarantor; or

(c) claim or receive the benefit of any distribution, dividend, or payment arising out of, or relating to, the insolvency of the Customer or any other person liable jointly or severally with the Customer.

5.2 If the Guarantors receive any benefit, payment, or distribution, they undertake to hold that benefit, payment, or distribution for the benefit of the Supplier and to promptly pay or transfer the same to the Supplier.

6 Charge over real and personal property

6.1 As security for the sums the Guarantors owe the Supplier, the Guarantors charge in the Supplier's favour all their estate and interest in:

(a) any real property (i.e. any house or land); and

(b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),

whether:

(c) such property is held in the Guarantors' own right or in their capacity as trustee;

(d) such property is owned solely or jointly with another person;

(e) the Guarantors own the property at present or later acquire it; and

(f) wherever it is situated.

6.2 The Guarantors irrevocably appoint the Supplier's company secretary from time to time as their duly constituted attorney to execute in the name of the Guarantors a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to the Guarantors.

6.3 If the Guarantors have previously entered into an agreement with the Supplier conferring a security interest, then those security interests will continue and will co-exist with the security interests created in this deed and will secure all of the Guarantors' indebtedness and obligations hereunder.

6.4 The Guarantors acknowledge that:

(a) they have read and understood this clause 6; and

(b) this clause 6 is necessary to protect the Supplier's legitimate interests including having regard to:

(i) the risk that retention of title and other security provided by the Customer or other parties may not in substance, provide adequate protection to the Supplier;

(ii) the terms of any credit the Supplier may approve under the Credit Application are given on the basis that this clause 6 would apply, and if that were not the case, the Supplier would not have given the same credit terms; and

(iii) the risk of insolvency given the nature of the industry in which the Customer and the Supplier operate.

7 Security interest

7.1 The Guarantors:

(a) waive their right to receive a copy of any verification statement in accordance with section 157 of the *Personal Property Securities Act 2009* (Cth) (**PPS Act**); and

(b) agree that, to the extent permitted by the PPS Act:

(i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and

(ii) waive their right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.

7.2 The Supplier needs not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.

7.3 Where the Supplier has rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

8 Severance

If any provision of this deed is illegal, invalid, or unenforceable, it must be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from this deed and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

9 Governing law and jurisdiction

This deed is governed by and must be construed according to the law applying in the State of Western Australia.

Declaration and Execution

Each signatory to this Deed of Guarantee and Indemnity warrants and agrees that they:

- need not sign the Deed of Guarantee and Indemnity if they are not seeking credit on behalf of the Customer;
- agree to the terms of the **Privacy Statement**, contained within this document, as if the references to "you" were a reference to each Guarantor;
- have read and understand the **Credit Facility Terms**, which are contained in the Credit Application;
- have read and understand the **Terms of Trade**, which may be found at https://www.refuelaus.com.au/ or upon request by email to credit@refuelaus.com.au; and
- have had the opportunity to obtain independent legal advice prior to signing this Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.

Signed Sealed, and Delivered as a Deed Poll by:

Signature: _____	**Signature:** _____
Full Name (please print): _____	**Full Name (please print):** _____
Witness Signature: _____	**Witness Signature:** _____
Witness Full Name (please print): _____	**Witness Full Name (please print):** _____
Date: _____	**Date:** _____

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.

YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.