

Head Office
Address 120 Flores Road
 PO Box 119 Geraldton WA 6531

Phone (08) 9920 8000
Facsimile (08) 9920 8080

Email credit@geraldtonfuel.com.au
Web www.geraldtonfuel.com.au

ABN 29 002 844 162
ACN 002 844 162

Application to Geraldton Fuel Company Pty Ltd, ABN 29 002 844 162 and its associated and related companies (separately and together the "Company").

THIS IS AN IMPORTANT DOCUMENT

BEFORE YOU SIGN

- Read this document
- Fill in or cross out any blank spaces
- It is important that all information is supplied where applicable
- You should obtain independent legal and financial advice

Applicants Trading Name

Business Address:

..... State: Postcode:

Postal Address: (for mailing of accounts)

..... State Postcode

Telephone..... After Hours

Facsimile Mobile.....

Email Address Web Site Address.....

Type of Business Date Business Commenced.....

Legal Structure: APPROPRIATE BOX.....Sole Trader Partnership Pty Ltd Co Public Co

If Company – Name

Date of IncorporationACNABN

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

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Directors/Partners/Owner or Individual Details

1. Surname:..... Other Names:
 Address:.....Occupation: Date of Birth:
 Drivers Licence No: Phone No: How long at this address:
 Previous address if less than 3 years:
 Home: OwnedRented Buying

2. Surname:..... Other Names:
 Address:.....Occupation: Date of Birth:
 Drivers Licence No: Phone No: How long at this address:
 Previous address if less than 3 years:
 Home: OwnedRented Buying

3. Surname:..... Other Names:
 Address:.....Occupation: Date of Birth:
 Drivers Licence No: Phone No: How long at this address:
 Previous address if less than 3 years:
 Home: OwnedRented Buying

4. Surname:..... Other Names:
 Address:.....Occupation: Date of Birth:
 Drivers Licence No: Phone No: How long at this address:
 Previous address if less than 3 years:
 Home: OwnedRented Buying

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

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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?
 Amount of Bank Overdraft available \$ Security for bank Overdraft:
 Name of Accountants/Auditors/Tax Agent

ASSETS
 (\$Dollars)

LIABILITIES
 (\$Dollars)

Cash/Bank: (approx)
 Sundry Debtors:
 Stock Value:
 Plant Value:
 Fixtures & Fittings:
 Real Estate Value:
 Motor Vehicle Value:
 Other Assets:
 Work in Progress:
TOTAL:

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 would be 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

Number of Cards required? Starcards Fishing

Main location of intended fuel purchases:

Will you be reselling fuel purchases on a Retail basis? Yes No

Previous or Current Fuel Supplier:

Person authorising payment of account: Position:

Estimated Monthly Purchases: \$

Trade References: (Major suppliers only)

Telephone:

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

-
-
-
-

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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:
 Name of Nearest Living Relative: Telephone:
 Address of Nearest Living Relative:

 Home Ownership: Lease: Rental: Mortgage:
 Marital Status: Any court action in last 5 years:
 Number of Dependants: Other Repayments:
 Date of Birth: Accountants Name:

TERMS AND CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT

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

Print Full Name of Customer:
 ACN: ABN:
 Address of Customer:
 State: Postcode:

("the Customer")

1. In consideration of the Company opening a trading account for the Customer ("Account" or "Accounts") and supplying goods and credit facilities to the Customer the Customer covenants and agrees with the Company to be bound by the Terms.
2. In this application:
 - "the Company" means Geraldton Fuel Company Pty Ltd (ACN 002 844 162) and includes any holding company, subsidiary or related body corporate (as the expression is defined in the Corporations Act) of the Company, any business owned or operated by the Company and the successors, transferees and assigns of any one or more of the companies or entities herein described.
 - "Customer" means the customer described above and its successors in title, transferees and assigns.
 - "this Application" or "this Agreement" means this application for commercial credit including any schedules and annexures as the same from time to time may be varied, amended or supplemented.
 - "Goods" means and includes all services and goods of every kind including (but without limiting the generality of the foregoing) fuel products, equipment, fixtures, merchandise, supplied or delivered to the Customer by the Company, the Company's manufacturers, agent or supplier, or any of them.
 - "Purchase Price" means the price stated in any delivery docket, invoice or statement rendered by the Company to the Customer in respect of Goods supplied or delivered to the Customer by the Company, the Company's manufacturers, agent or supplier, or any of them or if no price is stated therein the Company's normal selling price applicable to the Goods as notified by the Company to the Customer from time to time.
 - "Schedule" means the schedule to this Application.
 - "Terms" means the terms and conditions set out in this Application.
3. The Customer warrants and covenants the Company that the information in the Schedule is true and correct and complete in every particular and by its execution of this Application accepts and agrees to the Terms.

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4. The Customer shall pay in full the Purchase Price together with any good and services tax as stated in any invoice or statement rendered by the Company for Goods delivered or supplied either by no later than the 14th day of the month immediately following the month of delivery or supply or by the time stated for payment in any delivery docket, invoice or statement issued by the Company to the Customer, whichever date is the earlier ("the due date") The Company may withhold supplies of Goods if the account is overdue or unpaid whether in whole or in part. If the Customer fails to pay any monies payable to the Company on the due date then all monies owing by the Customer to the Company shall immediately become due and payable.
5. If the Customer shall fail to pay the Company the purchase price or any part of it on the due date then the Customer shall pay interest on that money or on so much of it as shall remain unpaid from and including the due date or dates for the payment of such money until the same shall be paid in full and such interest is to accrue from day to day. For the purpose of this clause "Interest" means the percentage rate which is equivalent to the then current bank overdraft rate charged to the Company by the Company's bank plus 3%.
6. The Customer shall indemnify the Company against and reimburse the Company for, all costs, stamp duty, debt collection agency costs and commissions, legal expenses on a solicitor client basis and other expenses and costs incurred by the Company in respect of this Application and any recovery of either the Purchase Price (wether in whole or part) or possession of the Goods.
7. A notice signed by an officer (as defined in the Corporation Act) of the Company stating the amount payable to the Company pursuant to this Agreement at a particular date shall be conclusive evidence of the amount of the debt owing by the Customer to the Company.
8. The Company may at anytime or from time to time without reason close the Account or refuse to extend any further credit to the Customer. The Company's approval of this Application shall not oblige the Company to extend to the Customer credit at all or in any particular amount.
9. Where two or more persons constitute the Customer their liability shall be joint and several.
10. The customer shall immediately notify the Company 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 shall indemnify the Company for any loss arising from the Customer's failure to so notify.
11. The supply of goods by the Company shall be governed by the laws of Western Australia and the Company and the Customer agree to submit to the non-exclusive jurisdiction of the courts located in Perth, Western Australia.
12. The Customer shall not withhold payment of the Purchase price or any other monies owing the Company on the grounds of any counterclaim which is disputed by the Company.
13. Any notice or demand required to be served, given or made under this Agreement shall be sufficiently served on the Customer or the Company 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.
14. The Customer hereby undertakes to execute and to procure the execution by the intended guarantor(s) (if any) at its own cost (whenever called upon to do so) a proper legal form of security including but not limited to a legal mortgage to the company of any land owned by the Customer or the intended guarantors, a registrable charge over the Customer's assets, a goods and chattel mortgage, banker's guarantee, credit insurance policy or other security acceptable to the Company to secure all monies for the time being due or become due to the Company in relation to the supply of Goods. The said security shall be in a form and contain such powers and provisions as the Company shall reasonably require.
15. If in the opinion of the Company the security provided pursuant to clause 14 hereof is diminished in value at any time or withdrawn, the Company may at any time close the Account or refuse to extend any further credit to the Customer.
16. The Customer waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with the Company within 7 days from the date of receipt of the Goods by the Customer.
17. The Company shall not be liable for late delivery or non-delivery of Goods and under no circumstances shall the Company be liable for any loss, damage or delay occasioned by the Customer or its customers arising from late or non-delivery of Goods.

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18. The Company is not responsible for any loss or damage to Goods in transit. The Company shall render the Customer such assistance as may be necessary to press claims on carriers in relation to the loss or damage to Goods in transit.
19. Any property of the Customers under the Company's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the Goods or by them.
20. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Company, the Company is unable to perform in whole or in part any obligation under this Agreement, then the Company shall be relieved of that obligation under this Agreement to the extent and for the period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.
21. The Customer acknowledges that the Company does not make any representations or warranties regarding the Goods or any matter which is or might be relevant to the Customer buying or selling the Goods other than the representations or warranties expressed in this Agreement.
22. Until the Customer has paid the Company in full the Purchase Price for all goods delivered or supplied by the Company to the Customer the following shall apply:
 - ownership of and title to all Goods shall not pass to the Customer and the Customer shall hold the Goods and each of them on a fiduciary basis and as bailee for the Company;
 - the Customer shall store the Goods separately from other items and in a manner which clearly identifies the Goods as the Company's property;
 - the Customer acknowledges that if it sells any of the Company's Goods, it sells the Goods as a fiduciary agent of the Company provided that such sale shall not give rise to any obligation on the part of the Company;
 - If any of 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 the Company and shall pay such amount to the Company upon request;
 - The risk of the Goods shall pass to the Customer upon delivery or supply of the Goods to the Customer and the Customer agrees to indemnify the Company against all claims, demands, suits or actions for loss or damage howsoever caused by or arising from handling, storage, transport, display or use of the Goods after the same have been delivered or supplied to the Customer;
 - If the Customer does not pay for any of the Goods on the due date, the Company is irrevocably authorised by the Customer to enter the Customer's premises (or any other premises under the control of the Customer or as agent for the Customer if the Goods are stored at such premises) and use reasonable force to retake possession of the Goods without liability for trespass or any resulting damage. The Customer agrees to indemnify and save harmless the Company for all claims by causes of action which may arise by the Company retaking possession and the Customer agrees to pay the Company's costs of retaking possession. The Company shall be entitled and not obliged to resell any Goods repossessed pursuant to the provisions of the subclause;
 - the Customer shall not pledge or in any way charge by way of security or any indebtedness any of the goods which are the property of the Company. Without prejudice to any other rights of the Company if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable;
 - notwithstanding the provisions above the Company shall be entitled to maintain an action against the Customer for the Purchase Price.
23. Subject to clause 24 and to the extent permitted by the Trade Practices Act 1974 as amended or relevant State legislation ("the Acts") the sole obligation of the company under these terms and conditions shall be to use its best endeavours to provide Goods or to repair the Goods or replace (at the Company's discretion) any part of a Good which is found to be defective during any applicable warranty period (if any) and in no event shall the Company be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the Goods, and in any indirect, special or consequential damages or injury to any person, corporation or other entity.
24. In the event that any Goods supplied pursuant to these terms and conditions are supplied to a Customer as a "consumer" of goods or services within the meaning of that term in the Acts, the consumer will have the benefit of certain non-excludable rights and remedies in respect of the goods and nothing these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy which pursuant to the Acts is so conferred. However, if the good is a good not ordinarily acquired for personal, domestic or household use or consumption pursuant to Section 68A of the Trade Practices Act and similar provisions of relevant State legislation, the Company hereby limits its liability to an amount equal to the lowest of;
 - the cost of replacing the goods;
 - the cost of repair of the goods;
 - the cost of having the goods repaired or replaced.

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25. Other than is set out in paragraph 24 under no circumstances shall the Company be liable for any loss, damage or injury (including without limitation any loss or profit, indirect or consequential loss, damage or injury) arising from the supply or the use of the Goods or any failure by the Company to perform any obligation or observe any term of these terms and conditions.
26. If the Customer is entering into this agreement as trustee of a trust, then the Customer represents and warrants to the Company 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 agreement 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 agreement before the claims of the beneficiaries.
27. The Terms shall apply to all agreements for the purchase of Goods by the Customer from the Company subject always to any additional terms and conditions contained in any other relevant agreement or agreements between the Company and the Customer. If any of the provisions of such agreements are inconsistent with the terms of this Application then the terms of this Application shall prevail.
28. The Customer authorises the Company to obtain from credit reporting agencies and other credit providers, personal and commercial information relating to the Customer for the purpose of assessing this application for credit and collecting overdue payments. The Customer also authorises the Company to give information on the Customers credit worthiness with the Company as allowed by the Privacy Act 1988 to credit reporting agencies and other credit providers.

Privacy notice from Geraldton Fuel Company Pty Ltd

Geraldton Fuel Company Pty Ltd ('Geraldton Fuel Co') needs to collect the personal information about you requested in this application form and from other sources for the purposes of your application and any credit relationship with you. If Geraldton Fuel cannot collect this information; it will be unable to process your application. Geraldton Fuel respects your privacy and will only use or disclose personal information in accordance with the Privacy Act 1988. It may be disclosed to Geraldton Fuel's associated entities and to third parties contracted to provide services to Geraldton Fuel.

You can access personal information about you in accordance with the Privacy Act 1988. To request access, ask a privacy-related question or get a copy of our Privacy Policy Statement, please write to: The Privacy Compliance Officer, Geraldton Fuel, PO Box 119 Geraldton WA 6531.

Applicant's privacy agreement

In this section 'personal information' means information about me/us collected by Geraldton Fuel in this application form and from other sources, including information about my/our financial circumstances, credit worthiness, credit history, credit standing and credit capacity.

By submitting this application, I/we agree that, subject to the Privacy Act 1988, Geraldton Fuel (and any agent of Geraldton Fuel deemed to be a credit provider under that Act) may:

- Obtain credit reports about me/us from credit reporting agencies to assess my/our application for personal/commercial credit or to collect overdue payments from me/us;
- Obtain and verify personal information from a motor vehicle, driver's licence or land title registry or from a business that provides commercial credit worthiness information;
- Disclose personal information to credit reporting agencies before, during or after providing credit to me/us.
- Exchange personal information with a credit provider who is named in this application or in a credit report issued by a credit reporting agency or who proposes to provide credit to me/us or has provided credit to me/us.

This is for purposes including but not limited to:

- assessing my/our credit worthiness, this application and any subsequent application by me/us for personal or commercial credit;
- assisting me/us to avoid defaulting in my/our credit obligations;
- assessing my/our position if I fall into arrears;
- notifying other credit providers of my/our default;
- exchanging information about my/our credit obligations regarding my/our default with other credit providers;
- Geraldton Fuel's approval process as to any transactions I/we wish to make using credit provided by Geraldton Fuel;
- and Geraldton Fuel's administration of my/our credit account.
- Exchange personal information with any person whose name I/we give you from time to time in connection with my/our credit account;
- Notify and exchange personal information with Geraldton Fuel's collection agent if I/we default on my/our credit obligations.

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I/we also agree that a Geraldton Fuel may:

- use personal information to send me marketing material and offers about products and services including products and services supplied by third parties (to stop receiving this, I/we understand that I/we should write to Geraldton Fuel's Privacy Compliance Officer at the above notified address);
- monitor and record my/our telephone conversations with Geraldton Fuel from time to time in order to train Geraldton Fuel's staff and control service quality;
- disclose personal information to a likely or actual buyer of the whole or part of Geraldton Fuel Company Pty Ltd, if reasonably necessary for such a sale.

I also agree that where I/we have provided Geraldton Fuel with information about another individual in this application form, I/we will make sure that the individual is aware that:

- information about that individual is provided to Geraldton Fuel for the purpose of my/our credit application and for verifying that ... information;
- without that information, Geraldton Fuel may not be able to accept this application;
- subject to the Privacy Act 1988, the individual can access information about them held by Geraldton Fuel by writing to: The Privacy Compliance Officer, address as above.

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Date of this Application Day of 200.....
Details and signatures of all: (tick) Directors.....Partners..... Proprietor

Signed by Applicant (Applicant to sign here)

.....

Applicant also to complete the following:

Applicant to print name:

Applicant address:

.....

State: Postcode:

Signed by Witness (Witness to sign here)

.....

Witness also to complete the following:

Witness to print name:.....

Witness address:

.....

State: Postcode:

Signed by Applicant (Applicant to sign here)

.....

Applicant also to complete the following:

Applicant to print name:

Applicant address:

.....

State: Postcode:

Signed by Witness (Witness to sign here)

.....

Witness also to complete the following:

Witness to print name:.....

Witness address:

.....

State: Postcode:

Note: If this application is completed by a Company then this application should be executed by the applicant company under seal.

The Common Seal of:.....(insert name here)

ACN:

Was here unto affixed by authority of the directors in the presence of:

Director:

Director/Secretary:



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DIRECT DEBIT REQUEST

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

 **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) 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.

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Definitions	Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited. Agreement means this Direct Debit Request Service Agreement between you and us.
	Business day means a day other than a Saturday or a Sunday or a Western Australian public holiday.
	Debit day means the day that payment by you to us is due.
	Debit payment means a particular transaction where a debit is made.
	Direct debit request means the Direct Request between us and you (and includes any Form PD-C approved for us in the transitional period).
	Our, us or we means Geraldton Fuel Company Pty Ltd ACN 002 844 162 ("Geraldton Fuel") which you have authorised by signing a direct debit request.
	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.
	You or your means the customer or customers who signed the direct debit request.
	Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.
	Your trading account application means the trading account application completed by you or to be completed by you with Geraldton Fuel which sets out the terms and conditions of your trading account with Geraldton Fuel .
1. Debiting your account	1.1 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. 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request. 1.3 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. 1.4 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.
2. Changes by us	2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least (14) days' written notice.
3. Changes by you	3.1 Subject to 3.2 and 3.3 you may change the arrangements under a direct debit request by contacting us. 3.2 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. 3.3 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.
4. Your Obligations	4.1 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. 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; (c) you may be in default under your trading account application; and (d) 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. 4.3 You should check your account statement to verify that the amounts debited from your account are correct. 4.4 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.

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5. Dispute	5.1 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.
	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 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.
	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.
	5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance.
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; and (b) 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.
7. Confidentiality	7.1 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.
	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. Notice	8.1 If you wish to notify us about anything relating to this agreement, you should write to us.
	8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
	8.3 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.	