

# Credit Application

## 1. ALL APPLICANTS TO COMPLETE THIS SECTION:

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Name(s) of Person or Company making application: \_\_\_\_\_ ABN \_\_\_\_\_

Trading Name (if different from above): \_\_\_\_\_ ACN \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date commenced business: \_\_\_\_\_

Trading Address: \_\_\_\_\_ Postcode \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postcode \_\_\_\_\_

Phones: Mobile: \_\_\_\_\_ Business: \_\_\_\_\_ Fax: \_\_\_\_\_ Home: \_\_\_\_\_

Accounts Email: \_\_\_\_\_

## 2. COMPANY, PARTNERSHIP OR JOINT ACCOUNT

Either the Directors or Nominees or Partners of the Applicant/s must complete the following:

Full name	_____		
Address	_____	Postcode	_____
Private phone	_____	Date of birth	_____ Marital Status _____
Driver's Licence	_____	Period at current address	_____
Previous address	(if less than 12 months) _____		
Nearest relative	Full name _____		
not living with you	Address	_____	Postcode _____

  

Full name	_____		
Address	_____	Postcode	_____
Private phone	_____	Date of birth	_____ Marital Status _____
Driver's Licence	_____	Period at current address	_____
Previous address	(if less than 12 months) _____		
<u>Nearest relative not living</u>	Full name _____		
<u>with you</u>	Address	_____	Postcode _____

## 3. IF THE APPLICANT IS AN INDIVIDUAL:

Proprietor's Full Name	_____		
Proprietor's Address	_____	Postcode	_____
Private phone	_____	Date of birth	_____ Marital Status _____
Driver's Licence	_____	Period at current address	_____
Previous address	(if less than 12 months) _____		
<u>Nearest relative not living</u>	Full name _____		
<u>with you</u>	Address	_____	Postcode _____

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4. AMOUNT OF CREDIT APPLIED \$ \_\_\_\_\_ /MONTH (ESTIMATED)

5. CREDIT REFERENCES – ALL DETAILS TO BE COMPLETED TO MINIMISE DELAY IN PROCESSING

	Name	Telephone/Facsimile	Average Monthly Purchase
1			
2			
3			

Bank \_\_\_\_\_ Branch and Address: \_\_\_\_\_

### CREDIT TERMS

Unless otherwise agreed, our standard Credit Terms are:

- Fuel Resellers: Bulk Fuels Payment on invoice
- Fuel Customers: [ ] 7 days from invoice; [ ] 14 days EOM; [ ] 21 days EOM
- Lubricant Customers: 21 days from EOM \_\_\_\_\_ Initial.

**For credit facilities outside of these terms, security will be required.**

Proprietor's/Individuals Signature \_\_\_\_\_

Director's/Partner's Signature \_\_\_\_\_ Director's/Partner's Signature \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_ Guarantor's Signature \_\_\_\_\_

### ALL APPLICANTS MUST COMPLETE AND SIGN THE AUTHORITY TO RELEASE INFORMATION TO PACIFIC PETROLEUM PRODUCTS PTY LTD

I/We hereby authorise Pacific Petroleum Products Pty Ltd to conduct credit investigations and searches with my/our trade customer and any credit agencies or credit reference association.

AGREEMENT THAT PACIFIC PETROLEUM PRODUCTS PTY LTD MAY SEEK CONSUMER CREDIT INFORMATION (Section 18K(1) (b) Privacy Act 1988).

If Pacific Petroleum Products Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we, agree to Pacific Petroleum Products Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Pacific Petroleum Products Pty Ltd.

Signed: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_ Witness by: \_\_\_\_\_

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

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

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## TERMS AND CONDITIONS OF CREDIT FACILITIES

1. In this Credit Application, the words below have the following meanings:

**“Agreement”** means this Credit Application as amended from time to time in writing and includes the introduction, schedules and any other document expressed to be supplemental to this Agreement

**“Applicant”** means the party referred to in Item 1

**“Applicant’s Business”** means the business operated by the Applicant as nominated in Item 1 of the Agreement

**“Company”** means Pacific Petroleum Products Pty Ltd A.C.N 059 717 421

**“Credit References”** means the person(s) or entities nominated in Item 5

**“Guarantor”** means the person(s) nominated in Item 3

2. The Applicant:

- a. agrees that the Credit References may be approached in order to assist with processing of this Agreement
- b. warrants that the information in this Agreement is true and correct and unless otherwise stated, the Applicant’s Business is not structured on a trusteeship involving a trust.
- c. agrees to notify the Company of any change which affects the trading address, legal entity, structure, management or control of the Applicant within (7) days of such change becoming effective.
- d. warrants that the credit granted under this Agreement by the Company to the Applicant is predominantly for the purpose of carrying on or establishing a trade, business or enterprise.
- e. shall pay all monies owing for products or services supplied, by the fourteenth day of the month following the month in which the product was supplied, or as otherwise arranged in writing.
- f. agrees that if the Applicant fails to pay the account balance in accordance with clause 2.e, the Company shall be entitled to charge an account keeping fee on the outstanding balance at the rate applicable at time of default per centum per annum until such amount is paid in full. Further, the Company will be at liberty to cease to supply any further products to the applicant on a credit basis and shall be entitled to commence legal action to recover the amount of the account balance.
- g. agrees that the price to be paid for deliveries (unless otherwise specifically agreed in writing) will be the appropriate ruling price at the date of and on the date of delivery.
- h. shall make any complaint that they may have in relation to incorrect charges, non-delivery of goods, or quality of goods delivered within fourteen (14) days of the first invoice forwarded by the supplier to the Applicant and the Applicant acknowledges should such complaint not be made within the period, the Applicant shall be deemed to have accepted the good referred to in the invoice were correctly charged, delivered and were received without defect.

3. As a separate and severable agreement, the Guarantor of the Applicant:-

- a. does hereby guarantee (and in the case of two or more Guarantors, do hereby guarantee, jointly and severally) to the Company the due and punctual payment of all monies now or hereafter to become owing or payable to the Company by the Applicant or under arrangement now or hereafter to come into existence between the Company and the Applicant relating to the supply by the Company to the Applicant of products or services including all monies which the Applicant owes to the Company pursuant to this Agreement;
- b. Agrees that the Guarantor shall be liable notwithstanding that the Guarantor shall not have notice of any neglect or omission on the Applicant’s part to pay such monies according to the terms agreed between the Company and the Applicant.
- c. Agrees as a primary obligation to indemnify the Company on demand against any losses incurred by the Company as a result of any indebtedness of the Applicant to the Company being or becoming void, voidable or unenforceable for any reason whatsoever, the amount of such loss being the amount which the Company would have otherwise been entitled to recover from the Applicant.
- d. Hereby charges all of the right title and interest of the Guarantor in any freehold, strata title or leasehold land and personal property held now or held in the future by the Guarantor as security for the repayment of the monies owing to the Company under this Guarantee and Indemnity and agrees that the Company may lodge a caveat over any such land to protect the interest granted to the Company under this guarantee and indemnity.
- e. Acknowledge that this guarantee and indemnity shall be a continuing irrevocable and effective guarantee to the Company for the whole of the Applicant’s indebtedness or liability to the Company, however so arising, and is not discharged, avoided or affected by:-
  - i. any one payment by the Guarantor;
  - ii. the insolvency, administration, receivership, bankruptcy, liquidation or death of the Applicant;
  - iii. the Company agreeing to any variation or alteration to the terms of this Agreement;
- f. Acknowledges that this guarantee and indemnity shall not merge in any judgement the Company obtains against the Applicant.

**What are the benefits of Pacific Petroleum Products Easy-Pay?**

Easy-pay eliminates time and costs associated with raising and posting of cheques. Your credit rating is protected against postal delays or when payment has been overlooked. Easy-pay also ensures your account is paid by the due date. It is simple, convenient and attracts no extra charges. The customer maintains full control over their account and can at any time cancel the arrangement by advising their bank and Pacific Petroleum Products Pty Ltd in writing.

**How does it work?**

All you need to do is complete the Easy-pay form. This will authorise Pacific Petroleum Products to withdraw funds from your nominated bank account on the invoice due date (or the next banking day). Standard terms for Pacific Petroleum Products Easy-pay accounts are 14 days from the statement date.

**Do I still receive a monthly statement?**

Yes. A statement will be sent at the beginning of each month, which will provide a summary of invoices for the previous month. This allows ample time to reconcile your accounts and provides the total amount by which your account will be debited.

**Who do I speak to if there is an account query?**

Your local Depot Manager or Accounts Receivable will be able to answer your query promptly. Contact numbers are detailed on your statement. Please remember to contact us at least 4 working days prior to invoice due date and if the query cannot be resolved by that time, alternative arrangements can be made for that month's payment.

**AUTHORISATION TO BE COMPLETED AND SIGNED BY CUSTOMER**

**PACIFIC PETROLEUM PRODUCTS PTY LTD (INCORPORATED IN QLD) A.C.N. 059 717 421** Date:.....

**The Manager,**

Name of Bank:.....

Name of Branch:.....

Address of Branch:.....

.....State:.....Post Code:.....

**Dear Sir/Madam,**

I/We (Surname) .....(Given Name(s)).....

Request you, until further written notice, to debit my our account in the schedule below, any amounts which Pacific Petroleum Products Pty Ltd. (User ID 122016) may debit or charge me/us through the Direct Debit system.

I/We understand and acknowledge that:

1. The financial Institution may in it's absolute discretion determine the order of priority of payment by it of any moneys pursuant to this request of any authority or mandate.
2. Then Financial Institute in it's absolute discretion may at any time, by notice in writing to me/us, terminate this Request as to future debits.
3. The user may, by prior management and advice to me/us, vary the amount or frequency of future debits.

**The Schedule**

(NB – Direct debiting is not available on full range of accounts. If in doubt please refer to your bank, ie. Direct debiting is available on statement accounts.)

Title of Account: .....

Bank State Branch No: 

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Account No: 

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Address of Customer:.....

.....State:..... Post Code:.....

Name:.....

Signature:.....