



## REQUIREMENTS AND TRADING TERMS

Credit Limit Required: \$  Trading Terms: **7 DAYS DATE OF INVOICE** Payment Method: Direct Debit

How long have you operated the business:  years  months Date Registered: / / ---

If less than 12 months, previous occupation

Has the company ever had receivers and/or managers appointed to it?  Yes  No

Has the company ever been the subject of a winding up application?  Yes  No

Has the director of the company, or any individual, or any partner of the partnership, ever been a director or shareholder of any company that:

(i) Had receivers or managers appointed;  Yes  No

(ii) Had administrators appointed;  Yes  No

(iii) Had liquidators appointed;  Yes  No

(iv) Entered into a deed of company arrangement with its creditors?  Yes  No

Has any director of the company, or any individual, or any partner of the partnership, ever been bankrupt, or been the subject of a creditor's petition application, or entered into a personal insolvency agreement with creditors?  Yes  No

**!** If yes to any of the above, provide details and attach relevant documentation.

## ASSET AND LIABILITY INFORMATION (Please supply asset and liability information or attach information)

**Assets**

Property:	Address	Property Value	Amount Owing/Mortgaged
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number of Vehicles:  Value  Remaining Financed Amount

**Liabilities (>10K)**

Total Number of Credit Cards:  Total Limit  Total Owing

Loan/s:	Lender Name	Original Loan Value	Total Still Owing
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>

**!** Please Supply FOUR (4) Trade References including your existing fuel/oil supplier (NB: excluding any lending institution, bank or utilities provider)

1	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>		
	Email <input type="text"/>		
2	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>		
	Email <input type="text"/>		
3	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>		
	Email <input type="text"/>		
4	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>		
	Email <input type="text"/>		

**!** Security Requirements

Freedom Fuels may require Security to be provided by the Customer to better secure all monies payable or to become payable on the Customer's Account in line with Freedom Fuels' Credit Policy.

Forms of security which Freedom Fuels will consider at its discretion are:

Directors/Personal Guarantees; cash deposit; Bank Guarantee; Performance Bond; Bill of Sale over chattels; mortgage over real property.

The amount of security required will be determined by Freedom Fuels relevant to the Customer's credit limit.

**COMPANY DIRECTOR GUARANTEE AND INDEMNITY (Must be provided for company accounts)**

1. For the purpose of this Guarantee and Indemnity, Customer means the entity named under the heading "Customer's Details" in the attached credit application and includes the Customer's successors and assigns, any guarantors of the Customer and, if more than one person, each shall be jointly and severally liable.
2. In consideration of Freedom Fuels agreeing to supply credit and to trade with the Customer, I/We, the person(s) named below as Guarantors, jointly and severally, guarantee:
  - a. due and punctual payment of all monies owing to Freedom Fuels by the Customer;
  - b. due performance and observance of the terms and conditions of the Business Account; and
  - c. to indemnify and keep indemnified Freedom Fuels against any and all loss and/or damage arising out of, or in connection with, the Customer's contravention of the terms and conditions of the Business Account and/or any failure by the Customer to duly pay monies owing to Freedom Fuels.
3. This Guarantee and Indemnity will be a principal obligation of the Guarantor/s.
4. There is no obligation on Freedom Fuels to make demand upon or proceed against the Customer before making demand upon and proceeding against the Guarantor/s.
5. Both my/our Guarantee and Indemnity are continuing security and my/our liability shall not be voided, abrogated, prejudiced, or affected by:
  - a. any variation to the Customer's Business Account whether immaterial or material notwithstanding the variation may have been without the Guarantor's consent;
  - b. any prior Guarantee given on behalf of the Customer;
  - c. the granting of any time, indulgence or other concession to the Customer or to any Guarantor, or by anything omitted or neglected to have been done by Freedom Fuels;
  - d. the liquidation of the Customer or release of any other Guarantor; or
  - e. Freedom Fuels obtaining Judgment against the Customer or any of the Guarantors in any relevant Court.
6. In order to secure the payment of all monies for which the Guarantor may become liable under this Guarantee and Indemnity, the Guarantor hereby charges, as beneficial owner, all of the Guarantor's legal and equitable interest in any real or personal property that the Guarantor presently owns or which he or she may acquire in the future. The Guarantor consents to the lodgement of a caveat over any such real property by Freedom Fuels so as to note Freedom Fuels' proprietary interest. The guarantor further consents to Freedom Fuels registering a security interest over the Guarantor's personal property pursuant to the provisions of the Personal Property Securities Act 2009 to note Freedom Fuels' interest and the Guarantor waives any entitlement to notice that it might otherwise be entitled to receive under the said Act. Immediately upon demand by Freedom Fuels, or its agent, the Guarantor will execute and deliver to Freedom Fuels any mortgage in registrable form or consent to caveat or such other instrument of security as Freedom Fuels may require. In the event that the Guarantor fails to deliver any such requested instrument or security, the Guarantor hereby appoints Freedom Fuels as its lawful attorney for the purpose of executing and negotiating such instruments.

**GUARANTORS/DIRECTORS**

**⚠ WARNING: You should seek independent legal and financial advice before signing this document. By signing this Guarantee and Indemnity you may become personally responsible instead of, or as well as, the Customer.**

I/We understand and agree to be bound by the Terms and Conditions of this Credit Application for a Business Account and the Guarantee and Indemnity:

**Guarantor 1**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**Guarantor 2**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**Guarantor 3**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**Guarantor 4**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**⚠ Please supply copy of drivers licence(s) for ALL Guarantors**

**ACCEPTANCE OF TERMS & CONDITIONS & PRIVACY ACT 1988 (AS AMENDED) ACKNOWLEDGMENT**

The Customer:

- makes application for a Business Account and credit facility with Freedom Fuels;
- acknowledges that Freedom Fuels may accept or reject such application in its absolute discretion;
- acknowledges that Freedom Fuels may disclose any information provided by the Customer to its Credit Insurers at any time;
- agrees that Freedom Fuels may vary any of the terms and conditions of this Agreement at any time by fourteen (14) days written notice sent to the Customer's last known address;
- declares that the information provided in this application is true and correct;
- warrants that if it is applying as a Trustee of a Trust that it has full authority as Trustee to enter into agreements for the supply of goods and/or services on credit;
- warrants that each of the Officer/s of the Customer and any Guarantor/s gives consent to Freedom Fuels:
  - disclosing and obtaining personal information to and/or from another Credit Provider or Credit Reporting Agency;
  - using any information obtained for the purposes of assessing this Credit Application, collecting payments as due under this Agreement, and notifying other Credit Providers of their creditworthiness;
  - disclosing any information held when required to make public disclosure or to do so by law;
  - to notify other Credit Providers and/or any Credit Reporting Agencies of a default by me/us.

**! Please note Freedom Fuels is committed to customer service and maintains a Privacy Policy which outlines our ongoing obligations to you in respect of how we manage your Personal Information. Our Privacy Policy can be obtained via our website or by contacting our Head Office.**

Notification of collection of Personal Information:

Freedom Fuels collects Personal Information in accordance with its Privacy Policy: <http://www.freedomfuels.com.au/privacy>. Our Privacy Policy contains information on how you may access and seek correction of Personal Information we have collected and/or hold about you, our complaints process for any potential breach of policy or of the Australian Privacy Principles and our full contact details. Please be aware that your Personal Information may be disclosed to third parties in the ordinary course of business or otherwise for purposes such as recruitment and employment, competitions, insurance claims, establishing credit accounts, credit history reporting, complaints processing, and includes the potential disclosure to overseas recipients including Freedom Fuels' shareholders in Japan and/or its credit insurance underwriters and Microsoft Hosted Exchange data storage in Hong Kong and/or Singapore. By providing us with your Personal Information you are expressly acknowledging acceptance our Privacy Policy, your consent to the potential use and/or disclosure of your Personal Information overseas, and your acknowledgement that Freedom Fuels will not be responsible for ensuring that any overseas recipient is compliant with the applicable Privacy Principles in relation to your Personal Information. Freedom Fuels will not be liable for any breach of the Australian Privacy Principles by any overseas recipient and you may have no recourse under the Privacy Act against overseas recipients.

**! IMPORTANT** You should not sign this declaration unless this loan (credit provided) 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.

**COMPANY (Please sign here)**

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Director/Secretary

First Name

Middle Name

Surname

Signature  Date / /

Director/Secretary

First Name

Middle Name

Surname

Signature  Date / /

**SOLE TRADER, PARTNERSHIP OR NON-CORPORATE TRUSTEE (Please sign here)**

First Name

Middle Name

Surname

Signature  Date / /

First Name

Middle Name

Surname

Signature  Date / /

**GUARANTORS (Please sign here)**

First Name  **1**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

First Name  **2**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

First Name  **3**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

First Name  **4**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

**! You must tick the relevant boxes on this page acknowledging your acceptance of our Terms & Conditions failing which your application will not be able to be processed.**

**TERMS & CONDITIONS APPLICABLE TO ALL ACCOUNTS**

**Part A: Terms & Conditions applicable to all Accounts**

**DEFINITIONS:**

**Credit Limit** means the amount nominated by Freedom Fuels from time to time.

**Customer** means the entity named under the heading "Customer's Details" in the attached credit application and includes the Customer's successors and assigns, any guarantors of the Customer and, if more than one person, each shall be jointly and severally liable.

**Freedom Fuels** means Freedom Fuels Australia Pty Ltd and/or any of its subsidiaries or related entities as defined by the Corporations Act 2001.

**Products** means Freedom Fuels' motor fuels, lubricants and other products and services provided at any retail site or depot.

1. The Customer may purchase Products on credit up to the amount of its credit limit.
2. Freedom Fuels reserves the right to suspend the Customer's account without notice at any time if the credit limit is exceeded or the Customer is otherwise in default of the Agreement.
3. Pricing of the Products may be subject to daily fluctuation as published on Freedom Fuels' price boards for Retail Accounts, via the Freedom Fuels' website for other account types or as otherwise advised.
4. If the Customer fails to take or accept delivery or give proper delivery instructions for the Products, then without prejudice to Freedom Fuels' rights at law, Freedom Fuels may store the Products and charge the Customer for all reasonable costs incurred by Freedom Fuels, including without limitation, the cost of storage and insurance for the Products.
5. Freedom Fuels shall not be obliged to make any supply or delivery of Products to the Customer if and for so long as the Customer is in default of payment or any other provision of this Agreement and also when:
  - a. Freedom Fuels has a reasonable belief that the Customer is unable to pay for the supply; or
  - b. Freedom Fuels has a reasonable belief that the Customer is unable to receive or transport the petroleum product in compliance with all applicable occupational, health and safety requirements.
6. If there is a shortage of any Products resulting in Freedom Fuels being unable to meet the requirements of all of its Customers then Freedom Fuels may allocate among its Customers Freedom Fuels' available supply of product.
7. The Customer shall be responsible for the payment of all taxes, duties and other imposts, whether retrospective or not, levied on or in relation to the product, which amounts shall be charged to the Customer as detailed within Freedom Fuels' invoice.
8. Risk in the Products purchased by the Customer is passed to the Customer when the Products are delivered to, or collected by, the Customer.
9. Title and property in the Products shall remain with Freedom Fuels until payment is made in full on all accounts held. The Customer acknowledges that until payment is made in full in relation to all accounts held with Freedom Fuels, it holds the Products as bailee for Freedom Fuels and in the event that it fails to make payment as due, or sells the Products to a third party prior to making payment in full, then it hereby:
  - a. assigns the benefit of any claim to Freedom Fuels against the third party;
  - b. will account to Freedom Fuels for any sale proceeds; and
  - c. consents to Freedom Fuels registering a purchase money security interest on any relevant register.
10. Freedom Fuels warrants that:
  - a. it will convey good title to Products supplied to the Customer under this Agreement; and
  - b. those Products will conform to the description referred to on the accompanying delivery or sales documentation and meet Freedom Fuels' standard specifications from time to time.
11. The Customer must inform Freedom Fuels of all complaints or claims in respect of the Products within two (2) days and further retain a sample for testing in accordance with Freedom Fuels' Products information Statement available on request or via Freedom Fuels' website.
12. Subject to any condition or warranty implied in favour of the Customer by the *Competition and Consumer Act 2010 (Cth)* or any other applicable law which cannot lawfully be excluded, to the fullest extent permitted by applicable law the liability of Freedom Fuels for defective Products including for breach of any implied condition or warranty will be limited to (at Freedom Fuels' discretion):
  - a. the replacement of the Products or the supply of equivalent products; and

- b. the payment of the cost of replacing the Products or of acquiring equivalent products; provided however that notice of any complaint regarding the Products is received by Freedom Fuels in accordance with Clause 11.
13. Freedom Fuels will not be liable to the Customer or any other person in respect of any loss, injury or damage, including consequential loss or damage and whether due to negligence, deliberate conduct or any other cause and whether arising in contract, in tort, under statute or in any other way, which may be suffered or incurred or which may arise directly or indirectly as a result of or in any way connected with any Products supplied by Freedom Fuels to the Customer.
14. Payment must be made by the Customer within the terms and via the payment method as advised by Freedom Fuels upon acceptance of the Customer's Credit Application. Freedom Fuels reserves the right to vary the payment terms and method on fourteen (14) days prior written notice.
15. The Customer will pay to Freedom Fuels, as a liquidated debt, within fourteen (14) days of any written demand by Freedom Fuels, or its agent, any and all legal costs incurred by Freedom Fuels in connection with any breach of the terms and conditions of the Business Account and/or any failure by the Customer to pay monies owing to Freedom Fuels on a full indemnity, or solicitor/own client, basis whichever is the greater.
16. Freedom Fuels shall be entitled to charge interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000.00.
17. If a Customer's payment via cheque or direct debit is dishonoured then the Customer will incur a \$50.00 dishonour administration fee in addition to any bank charges incurred by Freedom Fuels.
18. The Customer may not assign this Agreement without the prior consent of Freedom Fuels and must notify Freedom Fuels in writing within seven (7) days of any change of ownership of its business, shareholdings, directorships or corporate structure. The Customer will remain liable for any Products supplied after any such change until such time as Freedom Fuels approves such changes in writing.
19. The Customer must comply with all applicable laws and the policies, standards and other requirements of any Governmental Agency in relation to, and assumes all risks and liability (including all environmental risks and liability) arising from, the unloading, discharge, storage, handling or use of the Products sold under this Agreement.
20. The Customer acknowledges that to the extent of any inconsistency between the terms and conditions contained herein and any formal Freedom Fuels' Supply Agreement entered into that the terms of the Supply Agreement will prevail.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

**Part B: Terms & Conditions applying only to Commercial/National Trade & Wholesale Accounts**

1. All orders for bulk fuel or onsite refuelling must be placed by the Customer with Freedom Fuels in accordance with Freedom Fuels' nominated ordering process as advised from time to time.
2. Deliveries will be made during the hours nominated by Freedom Fuels. Any time quoted for delivery is an estimate only. Freedom Fuels will not be liable for any delay in delivery or early delivery and may suspend delivery or extend delivery time as Freedom Fuels in its absolute discretion sees fit. If there is a variation from the estimated time of delivery Freedom Fuels will use reasonable commercial endeavours to notify the Customer of the variation.
3. If a Site is not, in Freedom Fuels' sole discretion, suitable for delivery of the Products then Freedom Fuels may suspend delivery until it is satisfied the Site is suitable for delivery.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

