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CREDIT APPLICATION FORM- FUEL

PLEASE SELECT YOUR REQUIREMENTS:

BULK FUEL: ☐
FUEL CARDS: ☐ QTY: ☐

PARTNERSHIPS OR SOLE TRADERS

FULL NAMES & ADDRESSES OF ALL PARTNERS OR SOLE TRADERS:

_____

_____

ABN:_____

TRADING NAME IF APPLICABLE:_____

COMPANY

COMPANY NAME:_____

ACN _____ ABN_____

TRADING NAME IF APPLICABLE:_____

REGISTERED OFFICE ADDRESS:_____

NAMES & ADDRESSES OF ALL DIRECTORS:_____

_____

_____

ALL APPLICANTS

TELEPHONE NUMBER:_____ FAX NUMBER:_____

EMAIL ADDRESS FOR INVOICING:_____
OR
ADDRESS FOR ACCOUNTS:_____

ADDRESS FOR DELIVERIES:_____

APPROXIMATE CREDIT LIMIT REQUIRED PER MONTH_____

NAME OF PERSON TO CONTACT FOR ACCOUNTS:_____

TRADE REFERENCES:

COMPANY NAME: AVERAGE $ PER MONTH CONTACT Phone number & Email (*required*)

1._____

2._____

3._____

AUTHORISED SIGNATURE:_____

On approval of credit the applicants and guarantors agree to be bound by the attached Standard Conditions of Sale and Guarantee and Indemnity.

Office use only approved / disapproved Signed_____ date ____/___/_____

STANDARD CONDITIONS OF SALE

1. References in these Standard Condition of Sale and Guarantee and Indemnity to 'Corbet's Group', are references to Emberwell Pty Ltd as trustee for the Tebroc Unit Trust trading as Corbet's Group'.

2. References to 'the applicant', are references to the applicant described in the Credit Application Form.

3. Approval for credit will be issued in writing to the applicant. Corbet's Group reserve the right, at any time and without giving a reason, to withdraw 'approved account' status.

4. The applicant must remit payment to Corbet's Group for all goods supplied within the agreed upon terms, specifically outlined in the credit application approval letter. The applicant must pay Goods and Services Tax payable in relation to the supply of those goods at the same time.

5. Failure to remit payment within the previously agreed upon terms, specified in the credit application approval letter, will result in the applicant's credit status being automatically revoked until outstanding payments are received.

6. The applicant agrees to pay any costs and expenses incurred, including solicitors costs on a full indemnity basis, in connection with the recovery or attempted recovery of any money owed to Corbet's Group.

7. Corbet's Group will charge interest at the rate of 2% monthly on overdue accounts. Interest accrues daily until outstanding amounts and interest accrued is paid in full.

8. Corbet's Group are not liable for any delay in delivery, or any non-delivery that results from any cause beyond our control, including but not limited to, our suppliers not being able to supply products.

9. The applicant authorises Corbet's Group to obtain credit information from and to give credit information to credit reporting agencies and to use credit information to the extent permitted by the provisions of the Privacy Act (where applicable). The applicant acknowledges that such information may include personal credit information regarding the applicant to the extent such information is relevant to assessing this application and monitoring the ongoing provision of credit.

10. The applicant agrees with Corbet's Group as a condition of Corbet's Group selling goods to the applicant on credit that the applicant will not own the goods until it has paid Corbet's Group all monies owed by the applicant to Corbet's Group, both for the particular goods and for any other account, even though Corbet's Group has already delivered the goods to the applicant.

GUARANTEE & INDEMNITY

11. Each person designated in the signing section of this document as a Guarantor ("Guarantor") has requested Corbet's Group to supply or to continue to supply goods and/or services to …..…….(Applicant), and Corbet's Group does so in consideration of this guarantee and indemnity.

12. Each Guarantor separately guarantees to Corbet's Group prompt performance of all of the applicants obligation to pay for all goods and/or services rendered. Corbet's Group may instigate legal action against the Guarantor for any monies owed by the applicant as a liquidated debt (including interest under clause 7 of the Standard Conditions of Sale).

13. In addition to the Guarantors liability under paragraph 12, each Guarantor indemnifies Corbet's Group against loss suffered by it in connection with Corbet's Group supply of goods or services to the applicant.

14. The Guarantors liability under paragraphs 12 and 13 is not affected by:

    I. An absolute or partial release of the Applicant or any Guarantor or a compromise with the Applicant and/or Guarantor;
    II. Variation or termination of the supply agreement;
    III. The fact that the supply agreement is wholly or partially void, voidable or unenforceable;
    IV. Non-execution of this guarantee and indemnity by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;

v. The fact that a demand to the Guarantors has not been made.

15. The liability of any Guarantor is not discharged by a payment to Corbet's Group which is later avoided by law. If this happens, Corbet's Group and the applicant and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

16. Until Corbet's Group has received all money payable to it by the applicant.

    i. No Guarantor may prove or claim in any liquidation, bankruptcy, composition arrangement or assignment for the benefit of creditors; and
    ii. Each Guarantor must hold any claim it has and any dividend it receives on trust for Corbet's Group

17. Corbet's Group may, at any time, at its discretion and without notice to the Guarantor, refuse further credit or supply of goods or services to the applicant, without affecting the Guarantors liability to Corbet's Group under this guarantee and indemnity.
18. Each Guarantor acknowledges and agrees that Corbet's Group may act as though he or she was the principal debtor, and therefore waives any rights as surety that may be inconsistent with any of the other terms of this guarantee and indemnity.

SIGNATURE OF SOLETRADERS / PARTNERSHIP

Dated this…….day of …….20….

Name……..

Address……..

…….

Signature……

Witness……..

Dated this…….day of ..... **20….**

Name……..

Address……..

……...

Signature ……

Witness……..

SIGNATURE OF COMPANY DIRECTORS

Dated this…….day of …….20….

……
Signature – Director

…….
Full Name (Print)

Witness……..

Dated this…….day of ..... **20….**

……..
Signature – Director

……..
Full Name (Print)

Witness……..

EXECUTED AS A DEED BY THE APPLICANT COMPANY
A.C.N.
In accordance with its Constitution and pursuant to the provisions of Section 127 of the Corporations Act 2001 in the presence of:

Director _____

Print Full Name _____

Director / Secretary _____

Print Full Name _____

OR

Sole Director and Sole Secretary

_____

Print Full Name _____

_____
Witness (who warrants that he/she is not a party of this deed or named herein)

Full name of Witness _____

Full address of Witness _____

_____

PRIVACY CONSENT

1. Under section 18E(8) (c) of the Privacy Act 1988, CORBET'S GROUP is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

a. Identity particulars including full name and any known aliases, sex, date of birth, address information which is the current or last known address and the previous two addresses, name of current or last known employer and a drivers licence number;
b. The fact you have applied for credit and the amount;
c. The fact that CORBET'S GROUP is a current credit provider to you;
d. Payments which become overdue more than 60 days, and for which collection action has commenced;
e. Advice that payments are no longer overdue;
f. Cheques drawn by you which have been dishonoured more than once;
g. In specified circumstances, that in the opinion of CORBET'S GROUP you have committed a serious credit infringement;
h. That credit provided to you by CORBET'S GROUP has been paid or otherwise discharged.

2. I / We agree that CORBET'S GROUP may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about my / our credit arrangements. I/We understand that this information can include any information about my / our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I / we understand the information may be used for the following purposes:-

i) to assess an application by me / us for credit;
ii) to notify other credit providers of default by me / us;
iii) to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers;
iv) to assess my / our credit worthiness.

3. If CORBET'S GROUP considers it relevant to assessing my / our application for commercial credit, I / we agree to CORBET'S GROUP obtaining from a credit reporting agency a credit report containing personal credit information about me / us in relation to commercial credit provided by CORBET'S CROUP.

4. If CORBET'S GROUP considers it relevant to collect overdue payments in respect of commercial credit provided to me, I / we agree to CORBET'S GROUP receiving from a credit reporting agency a credit report containing personal information about me / us in relation to collecting overdue payments.

5. If CORBET'S GROUP considers it relevant to assess my / our application for personal credit, I / we agree to CORBET'S GROUP obtaining a report about my / our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons. All information gathered by Corbet's Group may be used for purposes other than originally intended.

For Sole Traders and Partnerships and registered businesses

ACKNOWLEDGED AND AGREED/SIGNATURE……

DATED ……

NAME ……

POSITION ……

For Companies

The Common Seal of the Applicant was hereto)
Affixed in accordance with its Articles of)
Association in the presence of)

……
Director

……..
Director/Secretary

CORBET'S GROUP REPRESENTATIVES
ACKNOWLEDGEMENT/SIGNATURE ……

DATED ……

Direct Debit Request

Request and Authority to debit the account named below to pay

Direct Debit Request and Authorisation

Last Name or Company Name	First Name or ABN 'you'

Request and authorise Corbets Group to arrange, through its own financial institution, a debit to your nominated account any amount **[insert debit user name]** has deemed payable by *you.*

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution
Adress of Financial Institution
Name of account to be debited
BSB: Account Number:

DIRECT DEBITS ARE DONE ON THE 20TH OF EACH MONTH.

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **[insert debit user name]** as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature	Signature
Name of signatory	Name of signatory
/ / Date	/ / Date