



# Account Application

**Bennett's Petroleum Supplies Pty Ltd**

PO Box 436 Moonah Tasmania 7009

Phone: (03) 6228 0128

Fascimile: (03) 6228 0139

A.B.N. 71 009 508 285

A.C.N. 009 508 285

Bennett's Petroleum is a Caltex Reseller

# Contents

	<i>Page No.</i>
Account Facilities You Require	3
Applicant Type	3
Section A (Name, Contact and Bank Details)	3
Section B (Company Details)	4
Section C (Individual, Partners or Directors/s Details)	4
Section D (Credit References)	5
Terms and Conditions	6
Section E (Signatures)	9
Section F (Signatures)	10
Section G (Signature)	11
Section G (Details of Guarantor)	12
Client Service Agreement	13
Section H (Direct Debit Authority)	14
Section I (Fuel Card Requirements)	15
Section J (Card Embossing Details)	16
Examples of Embossing	17

## FACILITIES YOU REQUIRE

Please tick  the appropriate box or boxes...

**Bulk Fuel**

**Bennett's Z Card Facilities**

**Bulk Oil**

**Northern Link Z Card Facilities**

**Gas Cylinders**

(Please also complete the enclosed "Applicants Z Card Requirements" form in Sections "I & J")  
Note: Z Card **not** required when purchasing Bulk Oil/Gas/Fuel.

## APPLICANT TYPE



**Individual/Sole Trader**



**Partnership**



**Company**

Complete Sections A, C, D, E, H & I

Complete Sections A, C, D, E, H & I

Complete All Sections

## Application to open Credit Account

NOTES FOR GUIDANCE *Please read carefully before signing.*

Section A TO BE COMPLETED BY ALL APPLICANTS

Section B TO BE COMPLETED BY PTY LTD OR LTD COMPANIES

Section C TO BE COMPLETED BY PARTNERSHIPS, SOLE TRADERS, PROPRIETORS OF BUSINESS NAMES AND COMPANY DIRECTORS

Section D TO BE COMPLETED BY ALL APPLICANTS

Section E TO BE COMPLETED BY ALL APPLICANTS AND GUARANTORS

Section F TO BE COMPLETED IF DIRECTORS DO NOT SIGN

Section G TO BE COMPLETED BY DIRECTORS/GUARANTORS

### SECTION A

Individual/Sole Trader  
Partnership  
Company

Trading/Account Name : .....

Postal Address : .....

Trading/Delivery Address : .....

Business Type/Employer : .....

Tel : (    ) ..... Fax : (    ) .....

Email: ..... ABN : .....

Previous Supplier.....

SECTION B

Company

Registered Name Of Company :

.....

ACN/ABN : ..... Date of Incorporation: .....

Registered Business Address :

.....

.....

Issued And Paid Up Capital : .....

SECTION C

Individual/Sole Trader  
Partnership  
Company

Details Of Individual/Partners/Directors

(If there are more than two Directors/Proprietors please attach details to this application form.)

(1)

Surname : ..... First Name/s : .....

Residential Address : .....

.....

Home Phone : .....

Mobile : .....

DOB: .....

Drivers Licence Number : .....

(2)

Surname : ..... First Name/s : .....

Residential Address : .....  
.....

Home Phone : .....

Mobile : .....

DOB: .....

Drivers Licence Number : .....

Please Estimate Your Average Monthly Expenditure For Fuel/Oil - \$ .....

## SECTION D

Individual/Sole Trader  
Partnership  
Company

### Trade References

Company Name 1 : ..... Phone No : .....

Company Name 2 : ..... Phone No : .....

Company Name 3 : ..... Phone No : .....

## TERMS &amp; CREDIT CONDITIONS

**1. Definitions**

- 1.1 In this Credit Application:
- 1.1.1 "Bennett's" means Bennett's Petroleum Supplies Pty Ltd ACN 009 508 285;
  - 1.1.2 "Customer" means the person, firm or company ordering or buying goods from Bennett's;
  - 1.1.3 "Goods" means goods or services supplied by Bennett's to the Customer;
  - 1.1.4 "Guarantors" means the Customer and/or director(s) or owners of the Customer;
  - 1.1.5 "Agreement" means these TERMS & CREDIT CONDITIONS and the Customers application form;
  - 1.1.6 "Card" means the Z card and any additional cards that Bennett's issues at the request of the Customer;
  - 1.1.7 "PIN" means the identification number attached to the Card and required for the purchase of Goods.
- 1.2 This Agreement shall apply to and be incorporated into every agreement between Bennett's and the Customer under which Bennett's supplies Goods at the request of the Customer and can only be varied by written notice from Bennett's to the Customer.

**2. Payment**

- 2.1 The Customer agrees to pay each account issued by Bennett's for goods on or before the 21st day of the month.
- 2.2 The Customer agrees:
- 2.2.1 to pay a monthly late payment fee of 1.50% on all overdue balances and that this late payment fee may be capitalised;
  - 2.2.2 to pay an account surcharge of 20% to cover any collection costs and/or commission and further to meet any legal costs how ever incurred in the management or recovery of an overdue account; and
  - 2.2.3 to indemnify Bennett's and keep it indemnified from all losses, costs, charges and expenses whatsoever that Bennett's may suffer or incur by reason of a failure of the Customer to observe and perform the terms of this Agreement.
- 2.3. The Customer agrees that:
- 2.3.1 the Customer is responsible for the payment of all Goods purchased using the Card and PIN;
  - 2.3.2 production of the Card and the PIN will be accepted by Bennett's as authorisation of the use of the Card by the Customer;
  - 2.3.3 in the event of the loss or theft of the Card the Customer must notify Bennett's in writing of the loss or theft of the Card by facsimile (03) 6228 0139;
  - 2.3.4 the Customer will be responsible for the payment of all Goods purchased using the Card for a period of 24 hours or the next working day following notification to Bennett's of the loss or theft of the Card.

- 2.4 The granting of any credit by Bennett's to the Customer shall be at Bennett's absolute discretion and may be revoked at any time. On revocation of credit all amounts owing to Bennett's will be payable immediately. Any additional Card requested by the Customer is governed by the terms of this Agreement. The Customer should ensure that any additional Card users have read and understood and comply with this Agreement. If any Card user does not comply with this Agreement the Customer will be in breach of the Agreement.
- 2.5 Any payments tendered by the Customer to Bennett's shall be applied as follows:
- 2.5.1 firstly as reimbursement for any collection costs or surcharge incurred by Bennett's;
  - 2.5.2 secondly in payment of any interest charged to the Customer; and
  - 2.5.3 thirdly in satisfaction or part satisfaction of the oldest portion of the Customer's account.

### **3. Security of Card and PIN**

- 3.1 The security of the Card and the PIN are very important as their use by any person identifies them as a Customer to Bennett's. Customers must take care to ensure that their Card and PIN are not misused, lost or stolen and they do not become known to anyone else.
- 3.2 To protect the Card the Customer must:
- 3.2.1 not permit any one else to use the Card;
  - 3.2.2 not tell or give the PIN to anyone else;
  - 3.2.3 prevent anyone else from discovering the PIN;
  - 3.2.4 not keep or record the PIN with the Card.

### **4. Guarantee**

- 4.1 In consideration of Bennett's agreeing to and continuing to supply Goods to the Customer, the Guarantors jointly and severally guarantees and indemnifies to Bennett's the payment of the amount due by the Customer for the Goods and any other damages or money payable to Bennett's by the Customer pursuant to this Agreement.
- 4.2 This Guarantee shall be a continuing guarantee and shall not be affected or avoided in any way by any agreement or arrangement made between the Customer and Bennett's at any time or other indulgence given by Bennett's to the Customer or any composition or arrangement with or release of the Customer or any one or more of the said Directors, or in the event that the Customer becomes bankrupt or insolvent. Any payment received which is subsequently found to be a preferential payment shall not be a payment for the purposes of this Guarantee.
- 4.3 The Guarantee shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation howsoever created and, in particular, shall be independent to the intent that such Guarantee and indemnity shall be enforceable without taking any steps or proceedings against the Customer.
- 4.4 When the Guarantor is more than one person or more than one corporation or a combination of a person or persons and/or corporation then the covenants and/or agreements entered into and made by the Guarantor in this instrument shall be binding upon such person or persons and/or corporations jointly and each of them severally and whether or not any one or other Guarantor shall not have signed this instrument.

4.5 The Customer and the Guarantors charge their real property with the payment of all amounts due and owing to Bennett's and costs which Bennett's may incur in enforcing its rights under or in collecting amounts due and owing to Bennett's including but not limited to legal costs and disbursements on a solicitor and own client basis and collection costs.

4.6 The parties agree this document takes effect as a deed.

## **5. Privacy**

5.1 The Customer and the Guarantors in completing the application authorise Bennett's to disclose information contained within the application form to a credit reporting agency and to obtain consumer and commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess the application for credit, and further to verify account references provided in support of this application. These authorities shall remain in force for the duration of the credit contract.

## **6 Term of Agreement**

6.1 The Customer acknowledges that this agreement shall continue to have effect until cancelled in writing by the Customer, such cancellation need not be accepted whilst monies are owing for goods purchased and the Customer agrees to advise Bennett's immediately if any change occurs in legal entity or ownership.

## **7 Retention and Passing of Title**

7.1 The risk in the Goods shall pass to the Customer on delivery.

7.2 Title in the Goods purchased by the Customer will pass to the Customer only when all that is owing to Bennett's in relation to the Goods ordered by and delivered to the Customer has been paid in full. Until such time as the full amount owing by the Customer to Bennett's in relation to the said Goods is paid the Customer shall hold the said products as mere bailee for Bennett's.

7.3 Until the Goods are paid for in full Bennett's authorises the Customer to sell the Goods but the Customer shall act as a fiduciary agent for Bennett's. The customer will not represent to any third party that is in any way acting for Bennett's or incur any liability or make any representation on behalf of Bennett's and Bennett's will not be bound by any contracts with third parties to which the Customer is a party. In the event of the Goods being disposed by the Customer prior to the payment of the purchase price in full any amount received by the Customer shall be set aside and held in trust by the Customer for Bennett's pending payment of the purchase price in full.

7.4 The Customer shall keep all Goods and the proceeds of sales separate from its own and of the third parties and Bennett's may retake possession of and sell any unpaid Goods in the event that the Customer defaults or becomes insolvent.

**8 Warranty and Limitation of Liability**

- 8.1 The only conditions and warranties which are binding on Bennett’s in respect of the Goods supplied to the Customer are those imposed and required to be binding by statute (including the Trade Practices Act 1974 (Cth)) and to the fullest extent permitted thereby the liability (if any) of Bennett’s arising from the breach of such conditions and warranties shall, at Bennett’s option be limited to the replacement of faulty Goods or the issue of a credit note in respect of the Goods or the granting of a refund or equivalent compensatory measure as Bennett’s considers appropriate at its discretion.
  
- 8.2 Bennett’s shall not be liable in contract, tort or otherwise for any injury, damage or loss resulting from defects or from anything done or omitted in connection with the Goods or from any work done in connection therewith.
  
- 8.3 Whilst Bennett’s makes every effort to ensure that all Goods sold are of merchantable quality, these Goods are sold on the understanding that Bennett’s cannot be held responsible for any losses caused through the failure of these products to function as the manufacturer intended, or their failure to be delivered within a reasonable time frame of the placement of the Customers order.

SIGNED by the Applicant/s and or Director/s on the ..... day of ..... 20.....

who confirm that I/We have read the TERMS & CREDIT CONDITIONS herein and unreservedly accepts same.

SIGNED by the said in Section C: 1. ....

In the presence of: (Full Name) .....

(Signature) .....

SIGNED by the Applicant/s and or Director/s on the ..... day of ..... 20.....

who confirm that I/We have read the TERMS & CREDIT CONDITIONS herein and unreservedly accepts same.

SIGNED by the said in Section C: 2. ....

In the presence of: (Full Name).....

(Signature) .....

SECTION F

Company

SIGNED for and behalf of the Applicant/s on the ..... day of ..... 20.....

who confirm that I/We have read the TERMS & CREDIT CONDITIONS herein and unreservedly accepts same.

SIGNED for and behalf of:

(Full Name) .....

(Signature) .....

In the presence of:

(Full Name) .....

(Signature) .....

(The signatory must be a Director or Authorised Officer of the Company.)

I/We ..... of .....

do hereby declare that:

1. I/we are directors and/or shareholders of the Customer; and
2. I/we are jointly and severally responsible for all monies payable to Bennett's pursuant to this Agreement. We hereby indemnify and keep indemnified Bennett's against each and every loss it shall sustain by reason of the Customers breach of this Agreement. We repeat the consents contained in the Agreement by the Customer, particularly with respect to Bennett's investigating the credit worthiness of the Customer as my/our authority and consent for the purposes of Bennett's assessing me/us as guarantors of the Customer.
3. I/we understand that Bennett's will act in reliance upon this Guarantee and Indemnity and the Agreement in accepting orders from the Customer.

SIGNED by the Guarantor/s on the ..... day of .....20.....

who confirm that I/We have read the GUARANTEE & INDEMNITY herein and unreservedly accepts same.

Full Name of 1st Guarantor : .....

Residential Address : .....

SIGNED by the 1st Named Guarantor: .....

In the presence of: (Full Name) .....

(Signature) .....

Full Name of 2nd Guarantor : .....

Residential Address : .....

SIGNED by the 2nd Named Guarantor: .....

In the presence of: (Full Name) .....

(Signature) .....

# BENNETT'S PETROLEUM SUPPLIES PAY PLAN – CLIENT SERVICE AGREEMENT

## - Our Commitment to you -

### **Drawing arrangements:**

We will advise you, in writing, the details of the Bennett's Petroleum Supplies Pty Ltd Pay Plan drawing arrangements at least 7 calendar days prior to the first drawing.

Where the due date falls on a non-business day, we will draw the amount on the next business day.

We will not change the amount or frequency of drawing arrangements without your prior approval.

We reserve the right to cancel the Bennett's Petroleum Supplies Pty Ltd Pay Plan drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

### **Your rights:**

You may terminate the Bennett's Petroleum Supplies Pty Ltd Pay Plan drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 5 business days prior to the due date.

You may stop payment of a drawing under the Bennett's Petroleum Supplies Pty Ltd Pay Plan by giving written notice to us. Such notice should be received by us at least 3 business days prior to the due date.

You may request change to the drawing amount and/or frequency of Bennett's Petroleum Supplies Pty Ltd Pay Plan drawings by contacting us and advising your requirements no later than 3 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly (outside the Bennett's Petroleum Supplies Pty Ltd Pay Plan arrangements) you should take the matter up directly with us.

## - Your Commitment to us -

### **Your responsibilities:**

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the Bennett's Petroleum Supplies Pty Ltd Pay Plan drawings is transferred or closed.

It is your responsibility to arrange with us a suitable alternate payment method if the Bennett's Petroleum Supplies Pty Ltd Pay Plan drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

BENNETT'S PETROLEUM SUPPLIES PTY LTD  
ABN – 71 009 508 285  
ACCOUNT CUSTOMER - DIRECT DEBIT REQUEST

I/We request that monies due in terms of the repayment arrangements covered by this document be drawn under the Direct Debit System from my/our account conducted with:

.....

Account details are:

BSB:    -

Account No: .....

Account Name: .....

I/We acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement received from you.

SIGNED: .....

NAME: .....

DATE: .....

# SECTION I

Individual/Sole Trader  
Partnership  
Company

## APPLICANT'S FUEL CARD REQUIREMENTS

Applicant Name : ..... Date : .....

### Number of cards required

(Please tick  the required facilities for each card)

Facilities	Card 1	Card 2	Card 3	Card 4	Card 5	Card 6	Card 7	Card 8
Bulk Fuel/Oil/Gas ***								
Bennett's Z Card								
Northern Link— Bennett's Z Card								

Facilities	Card 9	Card 10	Card 11	Card 12	Card 13	Card 14	Card 15	Card 16
Bulk Fuel/Oil/Gas ***								
Bennett's Z Card								
Northern Link— Bennett's Z Card								

Facilities	Card 17	Card 18	Card 19	Card 20	Card 21	Card 22	Card 23	Card 24
Bulk Fuel/Oil/Gas ***								
Bennett's Z Card								
Northern Link— Bennett's Z Card								

\*\*\* For Bulk deliveries - a card is not necessary

## CARD EMBOSSING DETAILS (Please fill in your embossing requirements for each card)

	INDIVIDUAL OR COMPANY NAME	VEHICLE REGISTRATION	OFFICE USE ONLY
Card 1			
Card 2			
Card 3			
Card 4			
Card 5			
Card 6			
Card 7			
Card 8			
Card 9			
Card 10			
Card 11			
Card 12			
Card 13			
Card 14			
Card 15			
Card 16			
Card 17			
Card 18			
Card 19			
Card 20			
Card 21			
Card 22			
Card 23			
Card 24			

(• Please note that there is a ten (10) day turnaround for fuel cards due to embossing.)

# EXAMPLES OF EMBOSSING

Individual or Company Name      Gareth KEENAN  
 Registration Number                AA2020



Individual or Company Name      Dawn TINSLEY  
 Registration Number                BB4040



Individual or Company Name      Wernam-Hogg Ltd  
 Registration Number                CC6060



OFFICE USE ONLY	
APPLICATION APPROVED/REFUSED :	ACCOUNT CODE :
DATE :	SIGNATURE :
NAME:	TITLE :
COMMENTS :	